City of West Linn	**INVITATION FOR BID** CONSTRUCTION PROJECT	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

City of West Linn

Plans and Bid Documents

Project Number: **PW-1307**

Project Description: **2013 Road Improvement Program**

Prospective Bidders' Conference: May 30, 2013 10:00 a.m., local time

Due Date: June 12, 2013 2:00 p.m., local time

Plans and Specifications may be reviewed or picked-up at:

Public Works Department
Engineering Division
22500 Salamo Road
West Linn, Oregon 97068

There is a **$25.00** ***non-refundable*** charge for each set of Plans and Specifications.

Plans and Specifications are also available for download at no charge from the City's website at http://westlinnoregon.gov/rfps

PROSPECTIVE BIDDERS' CONFERENCE
ATTENDANCE NOT REQUIRED

It is highly encouraged that Contractors and Subcontractors visit the site.

EXPIRES: 12/31/2013

City of West Linn, Oregon

Notice of Invitation for Bid

Project Number:	**PW-1307**	Bid Due Date:	**June 12, 2013**
Project Name:	**2013 Road Improvement Program**	Bid Due Time:	2:00 p.m.
		Contact:	Eric Lais, P.E.
Bid Opening Location:	City of West Linn – City Hall Council Chambers	Title:	Asst. City Engineer
Address:	22500 Salamo Road, West Linn, OR 97068	Phone:	(503) 722-5514
Project Description:	Project includes storm sewer, cold planning, asphalt paving, slurry sealing, crack sealing, thermoplastic pavement marking, and misc. work.		

Sealed bids for the project identified and described above will be received by the City of West Linn at the specified location above until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the identified bidding department on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of West Linn Procurement Policy. ***Bids shall be submitted in a sealed envelope with the Invitation for Bid Project Number, Project Description, and the bidder's name and address clearly indicated on the front of the envelope.*** All bids shall be completed in ink or typewritten. This Bid is for a public works project subject to ORS 279C.800 to 279C.870. Bidders are strongly encouraged to carefully read the ***entire*** Invitation for Bid Package.

BIDDER

To the City of West Linn:

The undersigned hereby Bids and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the Notice of Invitation for Bid except for any written exceptions in the Bid. The signature below also certifies his or her understanding and compliance with The City of West Linn Standard Terms and Conditions.

Is the Bidder a "Resident" Bidder per ORS 279A.120? _____
Construction Contractors Board Yes/No

Registration Number: _____

Federal Employer
Identification Number: _____

For clarification of this Bid contact:

Name: _____

Telephone: _____

_____
Company Name

_____
Address

_____
City State Zip Code

_____
Authorized Signature for Bidder

_____
Printed Name

_____
Title

ACCEPTANCE OF BID AND CONTRACT AWARD (For City of West Linn Use Only)

Your bid is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, plans, addendum, amendments, etc., and the Contractor's Bid as accepted by the City.

Approved as to form:

_____
Megan Thornton
Assistant City Attorney

City of West Linn, Oregon.

Awarded on _____, _____.

_____
Chris Jordan, City Manager

Public Works Department
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Fax: (503) 656-4106

1. **PREPARATION OF BID:**

   a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.

   b. The Bid and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the Bid.

   c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid.

   d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.

   e. Periods of time, stated as a number of days, shall be calendar days.

   f. Bid due date and time is stated as local Oregon time.

   g. The following items must be completed as part of the Bid submittal; Notice of Invitation for Bid (indicating Oregon Construction Contractors Board License Number), Bid Form, Bid Guaranty (Bond), Non-Collusion Affidavit, and Addenda. Within two (2) hours of the Bid submittal, or with the Bid submittal, the First Tier Subcontractor Disclosure Form must be submitted if the bid is greater than $100,000.

   h. It is the responsibility of all Bidders to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* (*IFB*) shall be directed to the Buyer whose name appears as the Contact on the *IFB*. The Bidder shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *IFB* number, page, and paragraph number. All requests for additional information or interpretation of the *IFB* shall be submitted to the Buyer no later than five (5) calendar days before the deadline for submission of bids. If, in the opinion of the City, additional information or clarification is required, an addendum will be issued to all plan holders on record. Any addenda issued by the City seventy-two (72) hours or more before the scheduled closing time for filing bids shall be binding upon the Bidder. Addenda may be downloaded from the City's website. Bidders shall frequently check the City's website until closing including at least daily the week of the closing. Failure of the Bidder to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract. Oral instructions or information given by City Officers, employees or agents to Bidders concerning this *IFB* or the work in general shall not bind the City.

3. **PROSPECTIVE BIDDERS CONFERENCE:** A prospective Bidders conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written addendum to the *IFB*.

4. **LATE BIDS:** Late Bids received after the scheduled bid due date and time will be returned to the Bidder unopened.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Bidder (or designated representative) may withdraw the bid.

6. **ADDENDUM OF BID:** Receipt of Addendum shall be acknowledged by signing and returning the document with the Bid at the specified bid due date and time.

7. **CONSTRUCTION CONTRACTORS REGISTRATION:** A person shall not submit a bid or proposal to work as a construction contractor unless that person is first registered with the Construction Contractors Board as required by ORS 701.021 or licensed by the State Landscape Contractor's Board as required by ORS 671.530. Bids from persons who fail to comply with this requirement shall be deemed non-responsive and be rejected.

8. **AWARD OF CONTRACT:**

   a. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to: waive any immaterial defect or informality, reject any bids that do not comply with the prescribed public contracting procedures (including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b)), reject all bids for good cause if in the public interest, or reissue an *Invitation For Bid*.

   b. A response to an *Invitation For Bid* is a Bid to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written addenda thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Local Contract Review Board, City Manager or Department Director** in accordance with the City of West Linn Procurement Policy. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by an Addendum.

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Oregon and City of West Linn including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Attention is called to the requirements of Oregon Revised Statutes (O.R.S.) Chapter 279A, 279B, and 279C. This contract shall be governed by the laws of the State of Oregon. Any action or suits pertaining to this contract may be brought only in courts in the Circuit Court of Clackamas County or the U.S. District Court in Portland. Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

   The City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

2. **AMERICANS WITH DISABILITIES ACT, DISCRIMINATION & AFFIRMATIVE ACTION:** Bidders agree that if awarded a contract, the successful Bidder will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 UFC Section 12101 et seq. If any Bidder requires special assistance or auxiliary aids during the bidding process, please notify the City of West Linn, 503-657-0331 or TDD 503-657-7845 at least two (2) business days prior to the required assistance. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts. It is the policy of the City of West Linn that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. By submitting the first tier subcontractor disclosure form, Bidder certifies that it has complied with ORS 279A.110(1), which states that a bidder may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by, or that employs a disabled veteran.

3. **BUSINESS LICENSE:** A current business license is required before doing business with the City. Information related to complying with the business license requirements is available by contacting the City Finance Department at 503-657-0331 or online at https://westlinnoregon.gov/finance/online-business-license-registration.

4. **CONSTRUCTION AND LANDSCAPE CONTRACTORS BOARDS:** Construction contractors must be licensed with the State of Oregon Construction Contractors Board in accordance with O.R.S. 701.005 and any other specialty licensing as required in the bid specification prior to submitting a bid to the City. For information contact:

   CONSTRUCTION CONTRACTORS BOARD
   700 Summer St. NE, Suite #300, Salem, OR 97310
   (503) 378-4621 (website) http://www.ccb.state.or.us

   A Landscape Contractors Board license is required in accordance with O.R.S. 671.510 if the bid specification includes landscape work as defined by O.R.S. 671.510. For information contact:

   LANDSCAPE CONTRACTORS BOARD
   2111 Front St. NE, Suite #2-101, Salem, OR 97310
   (503) 378-5909 (website) http://www.oregon.gov/LCB/

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5. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of West Linn Procurement Policy.

6. **BID GUARANTY:** All construction contracts shall be accompanied by a bid guaranty. No bid for construction will be considered unless accompanied by a certified check, cashier's check, or a bid bond for an amount not less than ten percent (10%) of the aggregate amount of the bid by a surety company authorized to issue such bonds in the State of Oregon. It shall be payable to the City of West Linn as a guaranty that the bid shall be irrevocable for a period of sixty (60) calendar days, unless otherwise specified, after the bid opening date and time and as liquidated damages should the Bidder fail or neglect to furnish the required performance bond and insurance and execute a contract within ten (10) calendar days after receiving said contract from the City for execution. The City will hold all bid security during the evaluation process. As soon as is practical after the completion of the evaluation, the City will issue a contract award notice for those Bids accepted by the City and return all checks to those who have not been issued a contract award notice.

   All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of West Linn Procurement Policy and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

7. **CONFLICT OF INTEREST:** A Bidder submitting a bid hereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder of the same Invitation for Bids, and that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. No bid will be considered unless accompanied by the notarized Non-Collusion Affidavit form included in the Invitation for Bid.

8. **PRE-BID REQUIREMENTS:** Before submitting a bid, each Bidder shall carefully examine the Drawings, read the Specifications and all Addenda and visit the work site, if applicable. Each Bidder shall fully inform themselves prior to submitting a bid as to all existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover all costs of all items necessary to perform the Work as set forth in the Bid Documents. No allowance will be made to any Bidder because of lack of such examination or knowledge. Submission of a bid will be construed as conclusive evidence that the Bidder has made such examination.

9. **LOCAL BUSINESS PREFERENCE:** ORS 279A.120 requires that, in all public contracts, the public contracting agency shall prefer good or services that have been manufactured or produced in this State if price, fitness, availability and quality are otherwise equal. As such the City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services that have been manufactured or produced by a local business if price, fitness, availability and quality are otherwise equal. When a public contract is awarded to a nonresident bidder and the contract price exceeds $10,000, the bidder shall promptly report to the Department of Revenue on forms provided by the department all information as required by ORS 279A.120(3).

10. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Invitation For Bid does not commit the City to pay any costs incurred by a Bidder in the submission of their bid, or in making any necessary studies or designs for the preparation thereof.

11. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Invitation for Bid, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments

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thereto, and (2) the Bid submitted by the Contractor in response to the Invitation for Bid (IFB). In the event of a conflict in language between the IFB and the Bid, the provisions and requirements in the IFB shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the IFB or the Vendor's Bid. The IFB shall govern in all other matters not affected by the written contract. The contract, if awarded, will be made to the lowest, responsive and responsible Bidder offering the lowest unit price base bid. Determination of the lowest responsive, responsible bid is subject to review by the City. Adversely affected or aggrieved bidders shall have seven calendar days after notice of award to submit to the City a written protest of the notice of award. Any written protest must be submitted in accordance with the adopted City Local Contract Review Board Rules.

12. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13. **CONTRACT APPLICABILITY:** The Bidder shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this IFB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the City are not applicable to this IFB or any resultant contract.

14. **DRUG TESTING PROGRAM:** Pursuant to O.R.S. 279.505 (2) (1), the Contractor awarded the contract shall demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contact. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

15. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

16. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

17. **SUBCONTRACTS – ASSIGNMENT & DELEGATION:** Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

    This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

18. **APPROVAL OF SUBSTITIONS:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least five (5) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings,

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cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner.

19. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's Bid shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

20. **INDEMNIFICATION:** Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

    Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

21. **EARLY TERMINATION:** This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

    a. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

    b. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

    Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Contract. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

22. **CANCELLATION WITH CAUSE:** City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

    a. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Contract may be modified to accommodate a reduction in funds,

    b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract,

    c. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Contract is for any reason denied, revoked, or not renewed,

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d. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor, or

e. If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Contract:

f. If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof, or

g. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

If City terminates this Contract per clause f or g above, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Contract as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

23. **SEVERABILITY:** In the event any provision or portion of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect and shall in no way be affected or invalidated thereby.

24. **FORCE MAJEURE:** Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

25. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

26. **RIGHT TO ACCESS RECORDS:** City shall have access to such books, documents, papers and records of Contractor and Subcontractors as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

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27. **WARRANTIES:** All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract. Additional warranty requirements may be set forth in the solicitation.

28. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

29. **CONFLICT BETWEEN TERMS:** It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

30. **NONWAIVER:** The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

31. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

32. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.

33. **ATTORNEY'S FEES:** In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

34. **PUBLIC RECORD:** All Bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Policy.

35. **WORK IS PROPERTY OF THE CITY:** All work performed by Contractor under this Contract shall be the property of the City.

36. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

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1. **DEFINITIONS**: The terms, as used in or pertaining to the contract, are defined as follows:

   CITY: The word *"City"* shall refer to the City of West Linn, Oregon.

   CONTRACTOR: The word *"Contractor"* is defined as the person, firm or corporation with whom the contract is made by the City.

   CONTRACT: The word *"Contract"* will include; the Invitation to Bid Notice, Instructions to Bidders, Bid Form, Bid Guaranty, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Plans and Addenda thereto.

   ENGINEER: The word *"Engineer"* is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

   MATERIALS: The word *"Materials"* will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

   SUBCONTRACTOR: The word *"Subcontractor"* is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

   WORK: The word *"Work"* shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS**:

   a. The "2008 Oregon Standard Specifications for Construction" and the latest edition of the "Oregon Standard Drawings and Standard Details" which are sponsored and distributed by the Oregon Department of Transportation (ODOT), and which are hereinafter referred to as the *"ODOT Specifications,"* are hereby adopted as part of these contract documents.

   b. If any contradiction exists between "ODOT Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS**: The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of West Linn, Oregon, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY**: The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of West Linn, without the consent of the owner.

   The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.

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5. **PROPOSAL QUANTITIES**: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids Bided for the work under this Contract. The Contractor further agrees that the City of West Linn will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **PREVAILING WAGE RATE DETERMINATION**: The Contractor shall pay the applicable prevailing wage rates that are in effect at the time the Contract is bid. If the contract price exceeds $50,000 and is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. If the Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

   The Contractor and all subcontractors must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9). If the contractor fails to pay for labor or services, the City can pay and withhold these amounts from payments due the contractor in accordance with ORS 279C.515. Daily, weekly, weekend, and holiday overtime will be paid as required in ORS 279C.540. The Contractor shall provide workers with a written schedule showing the number of hours per day and days per week the employee may be required to work in accordance with ORS 279C.520. Contractor must promptly pay for any medical services they have agreed to pay per ORS 279C.530.

   The City will not receive or consider a bid unless the bid contains a statement by the bidder that the bidder will comply with ORS 279C.838, ORS 279C.840, or 40 U.S.C. 3141. By signing and submitting the Bid, the Contractor agrees to comply with ORS 279C.838 or 279C.840 and/or 40 U.S.C. 3141 et seq. for a public works project subject to the state prevailing wage rates under ORS 279C.800 to 279C.870, the federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) or both.

   For contracts $50,000 or greater, the City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau in accordance with Form WH-81 & WH-39.

7. **PAYMENTS TO CONTRACTOR**: City agrees to pay Contractor for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

   a. Payment: Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to the Buyer identified in the Invitation for Bid at the address listed, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

      Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. Contractor shall include proof of payment to any and all

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subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

b. Timing of Payments: Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services.

c. Final Payment: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract. If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed to the attention of the Buyer and/or Authorized Bidder at the addresses identified in the Invitation for Bid and shall be deemed given upon deposit in the United States mail, postage paid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

8. **LIQUIDATED DAMAGES:** The Contractor agrees that the "Time of Completion" is defined in the Bid and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is **$500 per calendar day** and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

9. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:** Contractor certifies that:

a. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an Independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

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b. The Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

c. If payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

d. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

e. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

f. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

10. **CERTIFIED PAYROLL:** The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract. The Contractor will pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract. The Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City of West Linn on account of any labor or material furnished.

The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less that the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

a. The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.

b. Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in ORS 279C.845.

c. The City shall retain 25 percent of any amount earned by Contractor until the certified statements as required by this section have been filed. City shall pay Contractor the amount retained under this subsection within 14 days after Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. City is not required to verify the truth of the contents of certified statements filed by Contractor.

The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of West Linn may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a

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claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.

Contractor agrees to pay promptly as due, to any person, co partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The City will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

    a. Names and emergency telephone numbers of key personnel involved in the project.

    b. Names and telephone numbers of all subcontractors proposed for use on the project.

    c. A construction progress schedule showing the estimated time for start and completion of the major items of work.

    d. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.

    e. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

    Each of the above items is subject to the review and approval by the City.

12. **INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies licensed to do business in the State of Oregon with policies and forms satisfactory to the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies shall contain a waiver of transfer

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rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insured with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage. A cross-liability clause or separation of insured clause will be included in general liability policy.

The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverage:

a. Commercial General Liability Insurance: Includes all liability including all major divisions of coverage, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

   Employer's Liability Insurance
   $ 2,000,000.00 Each Occurrence
   $ 2,000,000.00 Disease Each Employee
   $ 2,000,000.00 Disease – Policy

   Commercial General Liability insurance
   $ 2,000,000.00 Each Occurrence Limit
   $ 3,000,000.00 General Aggregate
   $ 3,000,000.00 Products/Completed Operations Aggregate
   $ 3,000,000.00 Personal and Advertising Injury
   $ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

   Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles
   $ 2,000,000.00 Each Occurrence Combined Single Limit
   $ 3,000,000.00 Aggregate Bodily Injury & Property Damage
   or
   $ 2,000,000.00 Each Person Bodily Injury
   $ 2,000,000.00 Each Occurrence Bodily Injury
   $ 2,000,000.00 Each Occurrence Property Damage
   $ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

b. "All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor, if applicable. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The

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Contractor shall be solely responsible for deductible and/or self insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Certificates of Insurance should read "Insurance certificate pertaining to (this contract). The City of West Linn, its officers, directors and employees shall be added as additional insured with respects to this contract. Insured coverage is primary" in the description portion of the certificate.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City ten (10) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

13. **PERFORMANCE BOND:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of West Linn.

    Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

    All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Oregon, by the Oregon Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

14. **PAYMENT BOND:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of West Linn. Payment security shall be in the form of a payment bond, certified check or cashier's check.

    All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Oregon, by the Oregon Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

15. **NOTICE TO PROCEED**: Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to

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prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the City's Representative.

16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. **CHANGE ORDERS**: The City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

18. **STOCKPILE OF MATERIALS**: The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

19. **EXCESS MATERIALS**: When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor.

    Waste material shall not be placed on private property without express permission of the property owner.

    The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

    Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

20. **ENVIRONMENTAL POLLUTION**: As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and

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there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

21. **SALVAGE, COMPOSTING OR MULCHING**: If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

22. **LOSSES AND DAMAGES**: All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

23. **CHARACTER AND STATUS OF WORKMEN**: Only skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the City, the Contractor shall discharge any person who is, in the opinion of the City Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

24. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

    Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

    The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

25. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following per written determination:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

26. **TRAFFIC REGULATIONS**: All traffic affected by this construction shall be regulated in accordance with the *Oregon Temporary Traffic Control Handbook,* latest edition, as prepared by the Oregon Department of Transportation and any questions shall be referred to the City of West Linn City Engineer for interpretation.

    At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that

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all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

a. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings signs in accordance with the Traffic Control Handbook.

b. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

c. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract unless specifically listed and identified.

d. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City will re-set all traffic and street name signs to permanent locations when notified by the Contractor that construction is complete unless otherwise stated in the specifications.

e. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.

f. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman to assist with this operation.

g. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Control Handbook.

h. **NO STREET WITHIN THIS PROJECT MAY BE CLOSED TO THROUGH TRAFFIC OR TO LOCAL EMERGENCY TRAFFIC WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER PER DIRECTION OF THE CITY MANAGER OF THE CITY OF WEST LINN.** Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

i. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

j. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be appropriately back-filled to provide a safe smooth travelling surface.

27. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Outdoor construction is restricted to the times listed below in the following table:

	Weekdays (Mon.-Fri.)	Weekends (Sat.-Sun.), Holidays
All Outdoor Construction Work	7:00 a.m. to 7:00 p.m.	9:00 a.m. to 5:00 p.m.

Public Works Department
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Telephone: (503) 722-5500
Fax: (503) 656-4106

Holidays include: New Year's Day, Martin Luther King Jr. Birthday, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

28. **FIRST TIER SUBCONTRACTOR DISCLOSURE:** If a Bid for the Project is greater than $100,000, within two working hours of the date and time the Bids are due, the Bidder must submit a written disclosure for all First Tier Subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total Project Bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid in accordance with ORS 279C.370. The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

    a. The subcontractor's name, address, Construction Contractor's Board Number (as applicable), and

    b. The dollar value of the subcontract, and

    c. The category of work that the subcontractor will be performing.

    If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. 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. It is the Bidder's responsibility to determine all the documents are must be submitted to the City.

29. **USE OF EQUALS:** When the specifications for materials, articles, products, and equipment state "or equal", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The Engineer will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative.

30. **HAZARDOUS MATERIALS**: The Contractor shall supply the City with a list of any and all hazardous substances used in performance of this Contract. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Contract. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Contract.

31. **HAZARDOUS WASTE**: If, as a result of performance of this Contract, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

32. **TEMPORARY SANITARY FACILITIES**: The Contractor shall provide facilities for the use of workmen employed on the work site in accordance with the requirements of ORS 654.150, (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Whether or not ORS 654.150 is applicable to the project is the sole responsibility of the Contractor. Contractor shall be responsible for all costs that may be incurred in complying with or in securing exemption or partial exemption from the requirements as incidental to this contract.

33. **ELECTRIC POWER, WATER AND TELEPHONE**: Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

34. **UTILITIES AND ELECTRICAL POWER LINES**: The electric utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

    Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

    Oregon law requires all parties planning excavations in public rights-of-way to contact utilities for locations of their underground facilities in accordance with the rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

35. **COOPERATIVE PURCHASING**: Any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from the contractor under the terms and conditions of this contract as indicated below:

    a. The bidder agrees to extend identical pricing to local public agencies for the same terms. Quantities listed in this document reflect the City of West Linn's estimated usage only.

    b. Each contracting agency will execute a separate contract with the successful bidder for its requirements.

    c. Any bidder, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of this bid to any, and/or all other public agencies.

    d. Additional costs may be incurred by the successful bidder in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.

    Contractor shall provide information regarding total usage of contract upon request of the City of West Linn.

City of West Linn	**SPECIAL TERMS AND CONDITIONS** Solicitation Number: PW-1307	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

Purpose: The City of West Linn intends to establish a contract for the **2013 Road Improvement Program**, which requires the construction of speed bumps. For the specifications see Appendix B.

1. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of West Linn City Hall:

   ADDRESS: 22500 Salamo Road
   West Linn, Oregon 97068
   Bolton Conference Room

   DATE/TIME: AS INDICATED ON INVITATION FOR BID

   The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written addendum to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

2. **Bid Acceptance Period:** In order to allow for an adequate evaluation, the City requires a Bid in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

3. **Time of Completion:** The Contractor shall commence work for this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of West Linn and shall fully complete all work under the project within **100 calendar days**. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

4. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain five (5) sets of Plans and Specifications for this project from the City at no cost.

5. **City of West Linn Permit:** As a City project, the Contractor is not required to obtain a City Public Works Construction, Improvement, Blasting, or Erosion Control permit. The Contractor will be responsible for any other required agency permits.

6. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

   a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

   b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

City of West Linn

BID FORM

Solicitation Number: PW-1307

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

Item	Spec Ref	Description of material and/or services	Quantity	Unit	Unit Price	Total Amount
1	00210	MOBILIZATION	1	L. S.		
2	00225	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	L. S.		
3	00350	PAVEMENT OVERLAY GEOTEXTILE	22,047	SQ. YD.		
4	00430	4 INCH DRAIN PIPE, PERFORATED CORRUGATED HDPE	492	FOOT		
5	00445	12 INCH REINFORCED CONCRETE PIPE	335	FOOT		
6	00470	CONCRETE STORM SEWER MANHOLE	2	EACH		
7	00475	CATCH BASIN, G2	2	EACH		
8	00490	MINOR ADJUSTMENT OF MANHOLES	47	EACH		
9	00490	ADJUSTING BOXES	42	EACH		
10	00490	CONNECTION TO EXISTING STRUCTURES	5	EACH		
11	00620	COLD PLANE PAVEMENT REMOVAL, 0 TO 1-1/2 INCH DEEP	5,457	SQ. YD.		
12	00620	COLD PLANE PAVEMENT REMOVAL, 0 TO 2 INCH DEEP	2,536	SQ. YD.		
13	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP	12,124	SQ. YD.		
14	00620	COLD PLANE PAVEMENT REMOVAL, 3 INCH DEEP	2,124	SQ. YD.		
15	00620	COLD PLANE PAVEMENT REMOVAL, 2 TO 4 INCH DEEP	2,522	SQ. YD.		
16	00706	SLURRY SEAL, TYPE II	76,800	SQ. YD.		
17	00730	EMULSIFIED ASPHALT FOR TACK COAT	21	TON		
18	00744	LEVEL 2, 1/2 INCH DENSE, MHMAC MIXTURE	5,831	TON		
19	00746	CRACK SEALING	8,000	LBS.		
20	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	1,058	SQ. YD.		
21	00865	THERMOPLASTIC, PROFILE, 120 MILS, EXTRUDED	25,340	FOOT		
22	00865	THERMOPLASTIC, NON-PROFILE, 120 MILS, EXTRUDED	28,965	FOOT		
23	TP1	SPEED BUMP, 14'	76	FOOT		
		Total Bid:				$_____

City of West Linn	**BID BOND** Solicitation Number: PW-1307	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)
authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of West Linn ("Obligee") the sum of ($_____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document for the project identified in the Solicitation Number indicated above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____day of _____, 20__.

PRINCIPAL: _____

By_____
Signature

_____
Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

BY ATTORNEY-IN-FACT:

_____
Name

_____
Signature

_____
Address

_____
City State Zip

_____ _____
Phone Fax

City of West Linn	**PERFORMANCE BOND** Solicitation Number: PW-1307	**Public Works Department** 22500 Salamo Road West Linn, Oregon 97068 Telephone: (503) 722-5500 Fax: (503) 656-4106

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Official Name & Form of Organization)

Whose address is: _____
(Street Address) *(City)* *(State)* *(Zip)*

as Principal, and, _____
(Name of Surety) *(Print - Agent / Contact Name)* *(Phone Number)*

_____
(Street Address of Surety) *(City)* *(State)* *(Zip)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of West Linn, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of _____ and ____/100 DOLLARS ($_____),*(The Contract Price, Both in Words & Figures)* lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the _____ *(Day)* of _____*(Month)*, _____*(Year)*, _____
(Name of Contractor)

Principal, entered into a contract with the City of West Linn, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee, but shall terminate on acceptance by Obligee. The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this ____ *(Day)* of _____*(Month)*, _____*(Year)*.

_____
Contractor

_____
Principal Signature

Witnesses:

_____ _____
Principal Printed Name

_____ _____
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

PAYMENT BOND

Solicitation Number: PW-1307

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Official Name & Form of Organization)

Whose address is: _____
(Street Address) *(City)* *(State)* *(Zip)*

as Principal, and, _____
(Name of Surety) *(Print - Agent / Contact Name)* *(Phone Number)*

_____
(Street Address of Surety) *(City)* *(State)* *(Zip)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of West Linn, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of _____ and _____/100 DOLLARS ($_____),*(The Contract Price, Both in Words & Figures)* lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the _____ *(Day)* of _____*(Month)*, _____*(Year)*, _____
(Name of Contractor)

Principal, entered into a contract with the City of West Linn, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statues, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, 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 anywise 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 the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, Oregon, this ____ *(Day)* of _____*(Month)*, _____*(Year)*.

_____
Contractor

_____
Principal Signature

Witnesses:

_____
Principal Printed Name

_____
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Countersigned:

_____
Surety Attorney of Fact

_____
Resident Agent

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

NONCOLLUSION AFFIDAVIT

STATE OF _____)
)§
COUNTY OF _____)

I, (Type/Print Name)_____, state that I am **(Position Title)** _____of **(Name of Firm)**_____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. **(Name of Firm)**_____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that **(Name of Firm)**_____ understands and acknowledges that the above representations are material and important, and will be relied on by **THE CITY OF WEST LINN, OREGON** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **THE CITY OF WEST LINN, OREGON** of the true facts relating to the submission of bids for this contract.

_____
(Signature) (Signatory's Name)

_____
(Signatory's Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF _____, **20**____

_____
Notary Public

My Commission Expires_____

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS

DATE:_____

PROJECT: 2013 Road Improvement Program

TO: City of West Linn

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless _____against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which _____ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at _____, this _____ day of _____, 20_____

_____
(CONTRACTOR)

BY:_____

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20___

_____
Notary Pubic

My Commission Expires:_____

Public Works Department
22500 Salamo Road
West Linn, Oregon 97068
Telephone: (503) 722-5500
Fax: (503) 656-4106

ADDITIONAL PROJECT FORMS ATTACHED INCLUDE:

APPENDIX A

1) FIRST-TIER SUBCONTRACTOR DISCLOSURE (WH-179)

2) PUBLIC WORKS FEE INFORMATION FORM (WH-39)
   - To be completed and paid by City upon award.

3) NOTICE OF PUBLIC WORKS (WH-81)
   - To be completed by City upon award.

4) PAYROLL INSTRUCTIONS (WH-38A)

5) PAYROLL/CERTIFIED STATEMENT FORM (WH-38)

6) PUBLIC WORKS FEE ADJUSTMENT FORM (WH-40)
   - To be completed by City after final completion of project.

7) CURRENT PREVAILING WAGE RATE COVER AND AMENDMENTS
   - The complete prevailing wage rate documents can be downloaded from the Oregon Bureau of Labor and Industries website at http://www.oregon.gov/boli/WHD/PWR/pages/pwr_state.aspx

APPENDIX B – TECHNICAL PROVISIONS

APPENDIX C – PROJECT PLANS

APPENDIX

A

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME:_____

BID #:_____

BID CLOSING: Date: _____Time:_____

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

List below the name of each subcontractor 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 subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	$	
(2)	$	
(3)	$	
(4)	$	
(5)	$	
(6)	$	
(7)	$	
(8)	$	
(9)	$	

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.

Form submitted by (bidder name): _____

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 **("projects")** 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 (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 non-responsive 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.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #:_____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B) or (C).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is $250.00; the maximum fee is $7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ **PHONE: ( )** _____

PROJECT MANAGER NAME: _____ **PHONE: ( )** _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: $ _____ **FEE AMOUNT DUE/PAID: $** _____

If less than $50K is it part of a larger project? ☐yes ☐no **Contract amount x .001 = fee due**

(Please duplicate this form for future use.)

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS

(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:

Project DB #:_____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____ Agency Number (if known):_____

Address:_____ Agency Division: _____

City, State, Zip:_____

Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____ Project Number:_____

Contract Name (if part of larger project): _____ Contract Number:_____

Project Manager Name:_____ Phone #: _____ Fax #: _____

Project Location (Street(s), City): _____ Project County: _____

Contract Amount: $_____ If under $50,000, is this contract part of a larger project? YES_____ NO_____

If yes, total project amount: $_____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES_____ NO_____

Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____

If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____

Date Contract Awarded: _____ Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____

Address: _____

City, State Zip:_____ Phone:_____

Construction Contractors Board Registration Number: _____

Name of Bonding Company: _____

Address: _____

Agent Name and Phone Number: _____

Payment Bond Number: _____

☐ Copy of first-tier subcontractors attached **(see NOTE above)**.

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and $750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner:_____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number:_____

Project Location (Street(s), City): _____ Project County:_____

Total Project Amount: $_____ Amount of Public Funds Provided for the project: $_____

Name(s) of Public Agency (ies) Providing Public Funds: _____

Date the public agency or agencies commit to the provision of funds for the project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES____NO____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number:_____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: $_____ Amount of Public Funds Provided for the project: $_____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES____NO____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: _____

Printed Name: _____ Phone #: _____ Date:_____

RETURN THIS COMPLETED FORM TO:
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us

BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM (WH-38)

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the week number for the reporting period.

Column 1 – NAME AND ADDRESS: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor and Industries' publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not

including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: $567.84 / $1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each classification listed in column 2, compute the sum of:
   a) the hourly base rate of pay shown in Column 5,
   b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
   c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.

2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of the Bureau of Labor and Industries publications Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38
FOR USE IN COMPLYING WITH ORS 279C.845*

PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ PAYROLL NO.

Business Name (DBA): Phone: ( ) CCB Registration Number:

Project Name: Project Number: Type of Work:

Street Address: Project Location:

Mailing Address: Project County:

Date Pay Period Began: Date Pay Period Ended:

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name:
Phone: ( )
Date Contract Specifications First Advertised for Bid:
Contract Amount:

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount:
Prime Contractor Business Name (DBA):
Prime Contractor Phone: ( )
Prime Contractor's CCB Registration Number:
Date You Began Work on the Project:

(1)	(2)		(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)		HOURS WORKED EACH DAY	TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									
		OT									
		ST									

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

THIS FORM CONTINUED ON REVERSE

CERTIFIED STATEMENT

Date: _____

I, _____, _____
(NAME OF SIGNATORY PARTY) (TITLE)
do hereby state:
(1) That I pay or supervise the payment of the persons employed by:

_____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
on the _____; that during the payroll period
(BUILDING OR WORK)
commencing on the _____ day of _____, _____, and ending the _____ day
(MONTH) (YEAR)
of _____, _____, all persons employed on said project have been paid the
(MONTH) (YEAR)
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

_____
(NAME AND TITLE)

_____
(SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #:_____

PUBLIC WORKS FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS $250.00; THE MAXIMUM FEE IS $7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN $100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE :( )** _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) **(Final Contract amount X .001)**

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____
or
REFUND DUE*: _____
***Final contract fee less initial fee paid**

Sample Calculation:			
Final Contract Amount:	**$ 400,000.00**	**Final Fee Due:**	**$ 400.00**
Original Contract Amount:	**- 300,000.00**	**Initial Fee Paid:**	**- 300.00**
Total Adjustment:	**$ 100,000.00**	**Additional Amount Due:**	**$ 100.00**

(Please duplicate this form for future use)

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

OREGON BUREAU OF LABOR AND INDUSTRIES

Brad Avakian
Commissioner
Bureau of Labor and Industries

Effective: January 1, 2013

TRADE	BASIC HOURLY RATE	HOURLY FRINGE

ELECTRICIAN

Area 5

Electrician	**38.05**	**18.44**
Electrical Welder	**41.85**	**18.56**
Material Handler/ Lighting Maintenance	**21.69**	**11.96**

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

Zone Pay for Area 5 **Electrician and Electrical Welder**
(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	**1.50**
Zone 2	51-70 miles	**3.50**
Zone 3	71-90 miles	**5.50**
Zone 4	91 or more	**9.00**

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

GLAZIER **33.27** **16.38**

Add $1.00 to base rate if safety belt is required by State safety regulations.
Add $4.00 to base rate for work done from a non-motorized single-man bosun chair.

LIMITED ENERGY ELECTRICIAN

Area 5	**28.75**	**14.96**

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1

Add $2.21 per hour to basic hourly rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

Zone Differential for Area 1
Plumber/Pipefitter/Steamfitter
(Add to Base Rate)

Zone 1	**2.50** per hour
Zone 2	**3.50** per hour
Zone 3	**5.00** per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in the reference cities listed below.
Zone 2: Fifty five (55) to one hundred (100) miles.
Zone 3: Over one hundred (100) miles.
There shall be a maximum of ten (10) hours of zone pay per workday.

Reference Cities

Boise, Idaho	Twin Falls, Idaho

SOFT FLOOR LAYER **25.74** **13.71**

APPENDIX

B

TECHNICAL PROVISION #1

SPEED BUMP

DESCRIPTION

Work consists of construction of speed bumps as shown on the Contract Documents/Plans in accordance with the Portland Bureau of Transportation Standard Drawing titled "14' Asphalt Local Speed Bump", Drawing No. P-440 and as directed by Engineer.

MATERIALS

Asphalt

Asphalt pavement is to be Level 2 or 3, 1/2 Inch Dense, MHMAC Mixture placed in accordance with ODOT Section 00744 – Minor Hot Mixed Asphalt Concrete (MHMAC) Pavement, *ODOT Standard Specifications, latest edition.*

Tack Coat

Tack coat is to be asphalt emulsion for tack coat in accordance with ODOT Section 00730 – Emulsified Asphalt for Tack Coat, *ODOT Standard Specifications, latest edition.*

Striping

Striping is to be 120 mils thick white thermoplastic preformed permanent pavement marking tape material to be supplied and installed by the City of West Linn Public Works.

Signs and Sign Posts

Signs and sign posts will be supplied and installed by the City of West Linn Public Works.

CONSTRUCTION

General

In conjunction with construction of speed bumps, Public Works will install all required striping, signage and sign posts. Contractor is responsible to coordinate installation of required striping, signage and sign posts with construction of speed bump, and to notify Public Works 3 calendar days in advance of commencing construction of speed bump. Existing street can be temporarily closed on daily basis and during working hours only while speed hump construction is taking place. Existing street must be fully accessible to vehicular traffic at end of each work day. Street closure is to be done with use of appropriate traffic control signs and devices required to maintain and protect traffic, as directed by Engineer and in accordance with the *Oregon Temporary Traffic Control Handbook*, latest edition.

Performance Standard

Cross section and profile of each and every speed bump are to be measured to verify that speed bumps have been constructed to required shape, and that it falls within required tolerance range. Speed bumps will be acceptable only if shape is within range of +0.03 and -0.06 feet of required theoretical elevations. Take any steps necessary to correct any deficiencies that fall outside of required tolerance range.

Installation Procedure

Use any method necessary to form shape indicated in plans and to achieve proper height of speed bump. Do not perform final rolling operation until required shape of speed bump has been verified in accordance with Construction Performance Standard. Thoroughly clean pavement surface, and apply tack coat making sure to completely cover surface area. Tack coat must be applied before placement of any new asphalt material.

MEASUREMENT

Quantity to be measured for payment will be on a length basis of installed 14' wide speed bump.

PAYMENT

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per linear foot, for the item "Speed Bump, 14'". 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.

APPENDIX

C

SEE ATTACHED PLANS