

Bid Documents

For the

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

MANDATORY PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held at 10 am, Tuesday, January 29, 2013, at West Linn City Hall, 22500 Salamo Road, West Linn, OR.

The goal of the conference is to discuss specifics of the construction sites locations, selection of materials, and reconnection of existing services.

BIDS DUE: 2:00 PM, Tuesday, February 5, 2013; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn, Oregon 97068.

BID OPENING: 2:00 PM, Tuesday, February 5, 2013; West Linn City Hall, 22500 Salamo Road, West Linn, Oregon 97068.

FIRST TIER DISCLOSURE STATEMENTS DUE: 4:00 PM, Tuesday, February 5, 2013; West Linn City Hall, 22500 Salamo Road, West Linn, Oregon 97068.

**CITY OF WEST LINN
Public Works
Engineering Division
22500 Salamo Road
West Linn, Oregon 97068
Phone 503 722-5501 FAX 503 656-4106**

PROJECT DOCUMENTS FOR THE
Water Main Replacement Project 2013
Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	John Kovash
Councilor	Jody Carson
Councilor	Thomas Frank
Councilor	Jenni Tan
Councilor	Mike Jones
City Manager	Chris Jordan
Public Works Director	Lance Calvert

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

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Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

Sealed bids for the Water Main Replacement Project 2013, Project #PW-1219/1303/1304/1305, in the City of West Linn, Clackamas County, Oregon, will be received by Pat Rich, Engineering Administrative Assistant, City Hall, 22500 Salamo Road, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, Tuesday, February 5, 2013. Bids received after 2:00 PM will not be considered. First Tier Subcontractor Disclosure forms shall be submitted not later than 4:00 PM, Tuesday, February 5, 2013. Bids shall be publicly opened and read at 2:00 PM February 5, 2013. Bids shall be clearly marked "**Water Main Replacement Project 2013, Project #PW-1219/1303/1304/1305**". Bids shall be valid for sixty (60) days following bid opening. A **mandatory** pre bid meeting will be held on January 29, 2013, at 10 AM, at West Linn City Hall, 22500 Salamo Road, West Linn, OR. Statements made by the City's representatives at the mandatory pre bid meeting are not binding upon the City unless confirmed by Written Addendum.

Work generally consists of replacing deteriorating sections of the existing water system. New systems will be installed using 4", 6", 8" and 12" diameter DI pipe Class 52 in the approximate amount of 7000 LF; around 75 existing services shall be replaced with a 1" and 2" copper lines and new water meter boxes, reconnect some existing services, replace and install 12 new hydrants. The project is a public works project subject to ORS 279C.800 to 279C.870.

The work must be completed within ninety (90) calendar days following Notice to Proceed. The estimated construction cost for this project is \$980,000.

The project plans, specifications and proposed contract provisions may be reviewed at no cost through the City of West Linn's website at <http://westlinnoregon.gov/rfps> or obtained through the City of West Linn Engineering Division located at 22500 Salamo Road, West Linn, Oregon at a cost of \$25.00 per set, plus \$10 additional cost if mailed. If you wish to receive any possible future addendums for this project, please email prich@westlinnoregon.gov with your name, address, phone, fax and email address or call 503-722-5501 to be placed on the plan holders list.

Bidders for this project must be pre-qualified by completing a pre-qualification application provided with the bid document, three-year experience application will serve as pre-qualification form. The pre-qualification form may be submitted with the bidder's bid proposal; however, it must be submitted to the Owner at least three (3) days prior to the bid opening date in order for the prospective bidder to retain their right to appeal should they be disqualified by a public officer representing the Owner. If the pre-qualification form is submitted less than three (3) days prior to the bid opening date, the right of appeal is lost. The City shall consider no bid unless the bidder is registered with the Construction Contractor Board and the bidder has complied with all prescribed public-bidding procedures and requirements, bids not in compliance will be rejected. The City of West Linn reserves the right to reject any or all bids, to postpone the award for sixty (60) days, to delete certain items from the proposal, and to award the contract to the lowest responsive, responsible bidder.

Boris Piatski, P.E.
Project Manager

Dated this December 21, 2012

Publication Date: Daily Journal of Commerce: January 14th and 21st, 2013

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

PROJECT INFORMATION

PROJECT QUESTIONS: More detailed information concerning the project may be obtained by contacting:

Boris Piatski P.E.
City of West Linn, Engineering Division
22500 Salamo Road, West Linn OR 97068
Phone (503) 722-5519
E-mail: bpiatski@westlinnoregon.gov

GENERAL DESCRIPTION: Work generally consists of replacing deteriorating sections of the existing water system. New systems will be installed using 4", 6", 8" and 12" diameter DI pipe Class 52 in the approximate amount of 7000 LF; around 75 existing services shall be replaced with a 1" and 2" copper lines and new water meter boxes, reconnect some existing services, replace and install 12 new hydrants. The project is a public works project subject to ORS 279C.800 to 279C.870.

MANDATORY PRE-BID CONFERENCE: A **mandatory** pre-bid conference will be held on January 29, 2013, at 10 AM, at West Linn City Hall, 22500 Salamo Road, West Linn, OR. No statement made by City's agents at such meeting nor otherwise provided herein shall be binding on City unless confirmed by written addendum. The goal of the conference is to discuss site location, terrain and access issues.

TIME OF COMPLETION: The work must be completed within ninety (90) calendar days following Notice to Proceed. However, once work is commenced on site, all work must be completed and accepted by the City of West Linn within sixty (60) calendar days from commencement of the work on-site. Delays and extensions of the time may be allowed in accordance with Section 108.06 of the City of West Linn Standard Construction Specifications.

LIQUIDATED DAMAGES: The Contractor agrees that the "Time of Completion" is defined in the Bid and is within sixty (60) calendar days from commencement of the work on-site 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 amount of those damages will be difficult to ascertain. Contractor and City agree that a reasonable amount of damages for late completion is **\$500.00 (Five hundred dollars)** per day for the first seven (7) calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to **\$1,000 (One Thousand Dollars)** per day beginning the eighth day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages and agrees that they are not imposed as a penalty.

BID SECURITY: Bids must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of

not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

QUALIFICATIONS OF BIDDERS: Pre-qualification is required for this project. Bidders who are not pre-qualified (as stated above) will not be considered. Pre-qualification must include local experience within the last three years. Bidder must list applicable projects within the last three years with contact information of the entity for whom the work was done.

Successful bidder must also have either a City of West Linn Business License or a current Metro License and must comply with ORS 279C.505(2) relating to employee drug-testing program (refer to Section 11 of contract). Bidder shall also identify whether it is a resident Bidder as defined in ORS 279A.120.

Bidders shall comply with the provisions of ORS 279C.800 to 279C.870 or the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), as applicable. No bid will be considered by the City unless the bid contains a statement by the bidder guaranteeing compliance with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141, et seq. The Prevailing Wage Rates are available on the Bureau of Labor and Industries' (BOLI) website at http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml for downloading.

Bidder shall also certify in its bid that it has not and will not discriminate against any minority, women, or emerging small business enterprise in obtaining any required subcontract for this project.

RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR: At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract.

Experience must include projects of a similar size and scope of work. Information shall be provided on the form provided in the bid packet and include the project name, description of work, cost, location, point of contact, and telephone number. The City of West Linn reserves the right to reject bids that do not contain and confirm the required experience information.

Information shall be provided on the form provided in the proposal packet and include the project name, description of work, cost, location, point of contact, and telephone number. The City of West Linn reserves the right to reject bids that do not clearly conform to this requirement.

The successful bidder must also have either a City of West Linn Business License or a current Metro License and must comply with ORS 279C.505(2) relating to employee drug-testing program (refer to Section 11 of contract). Bidder shall also identify whether it is a resident Bidder as defined in ORS 279A.120.

Bidders shall comply with the provisions of ORS 279C.800 to 279C.870 as applicable. No bid will be considered by the City unless the bid contains a statement by the bidder guaranteeing compliance with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141, et seq. The Prevailing Wage Rates are available on the Bureau of Labor and Industries' (BOLI) website at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml for downloading.

Bidder shall also certify in its bid that it has not and will not discriminate against any minority, women, or emerging small business enterprise in obtaining any required subcontract for this project.

CONTRACT DOCUMENTS: The Contract Documents pertaining to this work consist of the material bound and attached herewith. Contract amount will be determined based on the available funds and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the Project Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be published, as shall be all other addenda, on City's Web site. Addenda may be downloaded off the City's Web site. Bidders should frequently check the City's Web site until closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. City will not be responsible for any other explanation or interpretation of said Documents.

CONSTRUCTION STANDARDS APPLICABLE: The West Linn Public Works Design and Construction Standards and Standard Construction Specifications in their entirety are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

WORK PERFORMED BY THE PRIME CONTRACTOR: At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The City of West Linn reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

SUPERVISION OF WORK BY THE PRIME CONTRACTOR: Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

CONTRACTING LICENSE REQUIREMENT: The bidder must be registered with the Oregon Construction Contractors Board. Each bid must contain the license number of the bidder.

PREPARATION OF BID: The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid form must be filled in, in ink, in both words and numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any bid which contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda, may be rejected by the City of West Linn.

Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners.

SUBMISSION OF BIDS: All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith, and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered. The contract must be signed by the bidder and submitted with its bid.

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 of the names, addresses, Construction Contractor's Board Number, if applicable, and amount of subcontract 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, and the describe the Work that each Subcontractor will perform. 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.

WITHDRAWAL OF BID: Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by telegraph, telephone, written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids unless the time specified for awarding bids has elapsed.

The City reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver performance bond within the specified time, the next lowest bid may be accepted at the City's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

CONDITIONS OF WORK: Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements. Pursuant to ORS 279C.525, the City hereby alerts the bidders to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract by directing bidders to refer to the Commentary on page 55 of City of West Linn Resolution No. 05-03, where a list of such federal, state and local agencies is set forth.

AWARD AND REJECTION OF BIDS: The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications and based on the Bid Sheet.

As required by ORS 279A.120, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidder's in the bidder's home state. The City reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid.

The City may reject a bid that does not comply with the City's Local Contract Review Board Rules and state law, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b). No bidder may withdraw his bid for a period of ninety (90) days after the date of opening thereof. The acceptance of a bid will be by notice in writing, mailed or delivered to the office designated in the Bid. The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding by the City that it is in the public interest to do so.

ADDENDA: Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract. Addenda will be handled as follows: Addenda shall be sent to all prospective bidders known to have obtained the solicitation documents, and it may be sent by e-mail to the address furnished to the City by the bidder.

PROTEST PROCESS: Any actual bidder who is adversely affected or aggrieved by the City's notice of award of the contract to another bidder on the same solicitation shall have seven calendar days after notice of award to submit to the City Manager a written protest of the notice of award. The written protest shall specify the grounds upon which the protest is based. A protest against the solicitation documents, including specifications and contract terms, or the process used in the solicitation, must specify an acceptable ground for the protest pursuant to LCRB 30.140(A) and meet the requirements for a protest in LCRB 30.140(B). In order to be adversely affected or aggrieved, a bidder must itself be eligible for award of the contract as the lowest bidder and must be next in line for award. The City shall not entertain a protest submitted after the time period established above. Possible remedies shall include award of the contract or another appropriate remedy based on the kind of relief requested in the protest.

EXECUTION OF CONTRACT: The contract is executed upon signature of the submitted contract document by the City Manager.

PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND: The successful bidder shall file with the City performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of notification of award of the contract by the City. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers. Prior to commencing work, Contractor shall also furnish proof of filing of a public works bond in the form and amount specified in ORS 279C.836, with the Construction Contractor's Board.

FAILURE TO FURNISH BOND: Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the City. It is agreed that this said sum is a fair estimate of the amount of damages the City will sustain in case the bidder fails to comply as provided herein and is not a penalty.

Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

RESPONSIBILITY OF PUBLIC AGENCY (CITY OF WEST LINN): The City of West Linn shall advertise and accept bids for the project; award and administrate the contract; inspect the project for compliance with contract plans and specifications; and provide payment as provided for in this contract.

CHANGES: 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 from the City's project manager by Contractor of the notification of change, or the claim shall be deemed waived by Contractor. The issuance of information, advice, approvals, or instructions by City's project manager or other City personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a written Change Order is executed by the City's project manager, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

CONTRACTOR'S RESPONSIBILITY: The Contractor shall complete the work as represented in these plans and specifications, and as modified by change order or written direction of the City. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

PAYMENTS: The City will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and City's project manager. Progress payments may be submitted monthly to the City project manager. Projects lasting less than thirty (30) days in duration will not receive progress payments. If the City is notified that payment has not been made for labor or materials invoiced to the City, the City may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full. 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.

FINAL PAYMENT: The Contractor shall notify the City in writing when the Contractor considers the project complete. Within five (5) working days after receiving the written notice the City shall review all required submittals for compliance with the quality assurance requirements, verify completeness of the

project through site inspections, and notify the Contractor that the work is accepted or provide the Contractor with a list of work yet to be performed on the contract.

Upon acceptance by the City, and submittal of an 18 month Maintenance Bond, the entire 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 final 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 five (5) working 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 thirty (30) days after the end of the fifteen (15) working day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the city's project manager, that all payrolls, material bills, and other indebtedness connected with the project have been paid, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

"AS BUILT" PLANS: The Contractor shall maintain a set of "as built" plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

WATER SUPPLY: The Contractor shall be responsible for providing for all water necessary for this project. The City of West Linn is the purveyor of water in this area. A locked water supply hydrant is available to contractors at 2042 8th Avenue in West Linn. Contact the City of West Linn, telephone 503-656-4261, to set up an account for this water source. Contractor shall comply with the instructions for use of City Water. Costs for handling the water shall be considered incidental to this contract.

PROJECT WORK AREA CLEANLINESS: It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the City's project manager.

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

SPECIAL SPECIFICATIONS

1. GENERAL INFORMATION:

These special specifications and provisions are for the work as described herein in conjunction with the associated project plans and other related documents. The construction drawings are to be considered a part of these specifications bound herein. It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

Contact the following organizations before excavating in any area:

<u>Name of Utility</u>	<u>Telephone No.</u>	<u>Utility Lines</u>
Utility Notification Center	800 332-2344	Water, Sanitary Sewer, Stormwater, Electric, Gas, Cable TV, Telephone, and others

The contractor shall be responsible for repairing all damage to identified utility lines located within the construction limits. The City of West Linn holds no liability for the locations of sanitary sewer lateral service lines.

Estimated quantities for each bid item shall be as shown in the bid, and as broken down in the bid item quantity spreadsheet included in these documents. Actual quantities may vary and contract will be adjusted based upon bid unit prices on amounts not to exceed 25% of total estimated quantities.

Construction of the facilities shown in the plans and specifications for this project shall be in conformance with established good construction practices, any permit conditions, the Oregon Standard Specifications for Construction, the City of West Linn Public Works Design and Construction Standards, Oregon State Department of Environmental Quality Rules and Standards, AWWA rules and specifications, and product manufacturers' recommended procedures. Where any of these rules or standards is in conflict with one another, the City Engineer shall determine which rules or standards shall govern.

Payment for each bid item shall be as set forth in the bidder's bid and shall include, but is not limited to, providing all materials, labor, and equipment necessary to perform the work listed herein. Work listed in each bid item shall be performed in accordance with the appropriate sections of the standard specifications, special specifications, standard details, and construction plans, except as modified herein.

2. PRE-CONSTRUCTION CONFERENCE: Pre-construction conference is required prior to start of this project. Traffic control plans and construction schedule shall be submitted to the City at least five (5) working days prior to pre-construction conference for approval.

3. CONTRACTOR'S NOTIFICATION RESPONSIBILITY PRIOR TO BEGINNING WORK: It is the contractor's responsibility to notify the City's Project Manager ten (10) working days prior to beginning work on any portion of this project. It is also understood that it is the contractor's responsibility to notify residents within the project vicinity at least five (5) working days prior to beginning work.

Traffic control plan shall be submitted and approved three (3) weeks prior to beginning work and at least 5 working days prior to pre-construction conference, with all the required signs to be installed at least two (2) weeks prior to beginning work.

Approval of all temporary street closures by the City Engineer is required prior to any such closure.

4. LIMIT ON WORKING HOURS: Working hours shall be limited as follows unless specifically authorized by the City Engineer:

Monday through Friday - 7:00 am to 6:00 pm,

Saturday - 9:00 am to 5:00 pm,

Sunday and Holidays per the City's schedule - no work is permitted

5. CORRECTION OBLIGATION PERIOD: The Contract will execute its work in strict accordance with the Contract Documents in a sound and workmanlike manner. Contractor warrants and guarantees its work against all defects and deficiencies in material and workmanship. The Contractor agrees to correct all defects appearing in the work or developing in the materials furnished for a period of **eighteen (18) months** after the date of final acceptance of the work by the City and further agrees to indemnify and save the City harmless from any costs encountered in correcting such defects and damage occurring as a result of the defects or deficiencies. Further, if defects are corrected during the correction obligation period, a new eighteen (18) month period for that portion of the work will commence upon acceptance of the corrected work by the City.

6. TIME LIMIT OF UNSETTLED DISPUTES: No action, suit or other legal proceedings shall be maintained by Contractor arising out of the contract or breach thereof or anything done in connection therewith, unless commenced within **eighteen (18) months** of the final acceptance of the project. All claims or causes of action by or of Contractor in any way resulting from this contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

7. COMPLIANCE WITH OREGON REVISED STATUTES: The contractor must comply with all of the Oregon Revised Statutes for Public Works contracts, which are incorporated herein by this reference. Contractor shall comply with all applicable provisions of ORS 279C.505, ORS 279C.510, ORS 279C.515, ORS 279C.520, and ORS 279C.530. The contractor is specifically reminded that Performance and Payment bonds in a form acceptable to the City are required.

8. PAYMENT OF MINIMUM WAGE RATE: The contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to

be paid workers on this project shall not be less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and it shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.815 are hereby incorporated into these Specifications. The contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, OR 97201 or online at:

http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml.

When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

In conformance with State of Oregon regulations, the contractor or its surety and every subcontractor or its surety shall submit a statement in writing to the City in a form prescribed by the State Labor Commissioner certifying under oath the hourly rate of wage paid each classification of workers employed for work on the project, and further certifying that no worker has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this contract. These statements are to be submitted to the City's Project Manager.

There is no representation on the part of the City that labor can be obtained at the hourly rates required by this contract. It is the responsibility of the contractor to be aware of local labor conditions and perspective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of a payment of wage rates in excess of the prevailing wage rates.

9. WORKERS' COMPENSATION INSURANCE AS REQUIRED BY ORS 656.017: The contractor, its subcontractors, and all employers working under this project subject to the Oregon Workers Compensation Law, shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Evidence of contractor compliance with this requirement shall be submitted and approved by the City prior to payment.

10. PERMITS: The Contractor shall obtain all permits and licenses, including a City business license (if required), and pay any fees connected therewith, having to do with his construction operations except those permits specifically stated to be obtained by the City. The contractor shall confine his operations to within the permanent or construction easement limits, and street right-of-way limits. Any damage to private property, either inside or outside of the aforementioned limits, shall be the responsibility of the Contractor. The city shall waive the cost of a public works permit.

11. OSHA: During performance of the contract, the contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act (OSHA) and the standards and regulations issued there under. The contractor shall further agree to hold the City, its employees, agents, City Councilors, and assigns harmless and free from liability for failure to comply with said standards and

regulations. It shall be the sole responsibility of the contractor or vendor to remain familiar with said standards and regulations and maintain their enforcement.

12. CONSTRUCTION SEQUENCING: Construction sequencing requirements for this contract is as follows: The contractor shall propose a plan of work that is acceptable to the City Project Manager, and update the plan as necessary to remain current and responsive throughout the project.

13. EXISTING UNDERGROUND UTILITIES: There are existing underground utilities in the project area. There may be conflicts between existing utilities and the planned improvements. The City Project Manager and the contractor shall cooperate as necessary to make adjustments to successfully construct the project. Minor adjustments will be considered incidental to the project, and shall be included and absorbed in the unit prices of the Contractor's bid.

Significant added costs will be covered under extra work or other payment method as may be agreed upon between the contractor and City Project Manager.

14. TRAFFIC CONTROL AND PROTECTION: The following section supplements the requirements as described in section 202 of the City of West Linn's Public Works Standards.

The Contractor shall maintain traffic control and protection in the work areas twenty-four (24) hours per day. Traffic control shall conform to the standards set forth in the "Oregon Manual on Uniform Traffic Control Devices for Streets and Highways" issued by the Oregon Department of Transportation.

The Contractor shall conduct its operations so as to keep one lane of traffic open for public and private access at all times on City streets, County and Public Roads. No lane closures on Willamette Drive (Highway 43) will be allowed prior to 9 AM or after 3 PM on weekdays and no lane closures will be allowed on weekends or holidays.

Prior to beginning construction, the Contractor shall submit a detailed street closure and traffic control plan to the City's project manager for approval. As construction proceeds, the Contractor shall notify the City's project manager as to the status of street closures and detours.

All work shall be carried on with due regard for safety to the public. All open trenches shall be sufficiently plated prior to completion of the work day.

15. FIELD CHANGES, ALIGNMENT AND GRADE: Changes of alignment and grade shall be made during the course of work in order to avoid interference with unforeseen obstructions. The Contractor shall locate existing utilities to be crossed, by potholing ahead of the pipe installation, of sufficient distance to avoid conflicts through pipe joint deflection if possible. All costs for minor field changes of alignment and grade shall be borne by the Contractor. The City's project manager will endeavor to make prompt decisions on such matters. Contractor shall anticipate a minimum of 72 hours for any decision requiring significant piping change.

16. SALVAGE AND DEBRIS: Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, spoil or any other discarded material or equipment shall

become the property of the Contractor and shall be disposed of in a manner compliant with applicable Federal State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted.

17. SUBMITTALS: The following section supplements the requirements as described in section 104.03 of the City of West Linn’s Public Works Standards.

The Contractor shall provide shop drawings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the contract documents or City’s project manager instruction.

Required submittals include items listed below. List is provided for Contractor convenience only and may not be complete in all respects. Contractor shall provide all submittals required, whether or not specifically listed herein.

- A. Schedules – The Contractor shall prepare and submit to the City’s project manager, within fifteen days after Notice to Proceed, a practicable schedule showing the order in which the Contractor proposes to carry out the work, the dates on which the important features of the work will start, and the contemplated dates for completing same. The time-scaled bar chart shall include the following:
 - Duration of work, including completion times of all stages and their sub-phases
- B. Erosion Control Plan – The Contractor shall obtain and submit an approved Erosion and Sedimentation Control Plan approved by the City
- C. Materials Lists – Lists of all materials to be used on the project shall be submitted
- D. Contractor Contact Persons
- E. Material Safety Data Sheets
- F. Traffic Control Plan
- G. Miscellaneous Materials and Other Submittals

18. TEMPORARY UTILITIES FOR CONSTRUCTION PURPOSES: The Contractor shall make all arrangements necessary to provide all temporary utilities for construction purposes and shall pay all costs associated those temporary utilities. The Contractor shall furnish all valves, hoses, connections and other devices as necessary to obtain sufficient water for construction and for filling and testing of water lines as required. Fire hydrant use is allowed only by permission of the City’s project manager. Backflow protection is required. See General conditions for further information.

19. PRIVATE ROADS AND DRIVEWAYS: Bridges at entrances to private residential and business properties where vehicular traffic is necessary shall be provided and maintained. Bridges shall be adequate in width and strength for the service required. No private road or driveway may be closed without approval of the City's project manager unless written authority has been given by the owner whose property has been affected. Driveways shall be left open and ready for use at the end of the work shift. All expenses involved in providing for construction, maintenance, and use of private roads or driveways, shall be borne by the Contractor and the amount thereof absorbed in the unit prices of the Contractor's bid.

20. UTILITY PROPERTIES AND SERVICE: In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor with the affected utility.

The Contractor shall notify all utility offices which may be affected by the construction operation at least 48 hours in advance. Before exposing any utility, the utility having jurisdiction shall grant permission and may oversee the operation. Should service of any utility be interrupted due to the Contractor's operation, the proper authority shall be notified immediately. It is of the utmost importance that the Contractor cooperates with the said authority in restoring the service as promptly as possible. Any costs shall be borne by the Contractor.

21. STREET CLEANUP: The Contractor shall clean daily all dirt, gravel, construction debris and other foreign material resulting from its operations from all streets and roads.

22. VEHICLE PARKING: The vehicles of the Contractor's and subcontractors' employees shall be parked in accordance with local parking ordinances.

23. RECORD DRAWINGS: Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the City's project manager. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the City's project manager.

24. SURVEYS: The following section supplements the requirements as described in section 105.06 and 105.07 of the City of West Linn's Public Works Standards.

Owner will mark approximate location of the new water lines. No additional construction survey information will be provided by the Owner. Based upon the information provided by the Contract Documents, the Contractor shall develop and make all detail surveys necessary for layout and construction, including exact component location, working points, lines and elevations. Prior to construction, the field layout shall be approved by the City's project manager. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefore and shall be responsible for any mistakes

that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. After clearing and grubbing is complete (if required) and prior to excavation, the Contractor shall confirm the presence of any survey monuments, including but not limited to property corners, that may be impacted during construction. Any monuments disturbed during construction shall be replaced at the Contractor's expense, with appropriate surveys filed with the County surveyor.

25. EROSION AND SEDIMENTATION CONTROL: Temporary construction site erosion control measures shall be designed and constructed in accordance with City of West Linn Standards and per the contract plans. The Contractor shall submit for approval an erosion and sedimentation control plan to the City of West Linn. Work shall not commence until the approved Erosion and Sedimentation Control Plan is obtained from the City.

Erosion control measures shall be maintained throughout the project site until approved permanent cover such as a healthy stand of grass, other permanent vegetation, or other ground covering is established. When approved permanent ground cover is established, all temporary erosion control measures shall be removed from the construction site. Erosion control measures shall be installed as approved, per the above referenced documents. Erosion control measures including stabilized construction entrances and sediment barriers must be established in conjunction with site clearing and grading.

During construction, and until permanent vegetation or other ground covering is established, the erosion control facilities shall be upgraded as needed for unexpected storm events or site conditions and with the purpose of retaining sediment and sediment-laden water on the construction site.

26. INTERFERENCES, OBSTRUCTIONS AND SEWER CROSSINGS: The following section supplements the requirements as described in section 105.05 of the City of West Linn's Public Works Standards.

At certain places, power, light and telephone poles may interfere with excavation and the operation of the Contractor's equipment. Necessary arrangements shall be made with utility companies for moving or maintaining such poles. Any utility company that may be affected by the Contractor's activities shall be notified so that the necessary precautions can be taken to protect the poles and appurtenances.

All costs resulting from any other interferences and obstructions, or the replacement of such, whether or not herein specifically mentioned, shall be included and absorbed in the unit prices of the Contractor's bid.

27. STORAGE AND PROTECTION OF EQUIPMENT AND MATERIALS: The following section supplements the requirements as described in section 106.06 of the City of West Linn's Public Works Standards.

Materials and equipment stored overnight shall be placed neatly on the job site. Unusable materials (i.e. rejected or damaged liner material, old concrete chunks, metal scraps, etc.) shall be expeditiously removed from the job site.

Provide appropriate barricades, signs, and traffic control devices in like-new condition where necessary to protect the public from any hazards associated with the storage of materials and equipment used for this project.

No equipment and/or materials shall be stored outside the immediate work area on public right-of-ways, in the following locations, or in the following manner:

1. In any maintained landscaped or lawn area.
2. In a manner that would totally eliminate an individual residents' street parking.
3. In front of any business.

The "immediate work area" is the area where work is taking place or will be taking place within one calendar day. The Contractor shall immediately move stored material or equipment which causes a nuisance or creates complaints.

28. COMPETENT PERSON DESIGNATION: The following section supplements the requirements as described in section 107.12 of the City of West Linn's Public Works Standards.

Contractor shall designate a qualified and experienced "competent person" at the site whose duties and responsibilities shall include enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

29. EMERGENCY MAINTENANCE SUPERVISOR: The Contractor shall submit to the City's project manager the names, addresses and telephone numbers of at least two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated, in writing by the Contractor, to act as its representatives and shall have full authority to act on its behalf. At least one of the designated employees shall be available for a telephone call any time an emergency arises.

30. MEASUREMENT AND PAYMENT

Measurement and payment will be on a lump sum/unit price basis in accordance with the prices set forth in the bid sheet for individual work items. Where work is required but does not appear as a separate item in the bid sheet, the cost for that work shall be included and absorbed in the unit prices named in the bid sheet. CONTRACTOR shall make a careful assessment of the work required when preparing the bid.

Shown quantities may vary up to 25%.

All the required fittings, such as "tees", bends, restraining devices, field lock gaskets, taps, etc. - that are not listed in the **Bid item Descriptions** will be considered incidental to the project, and shall be included and absorbed in the unit prices of the Contractor's bid.

BID

Bid item Descriptions

BID ITEM 1 - MOBILIZATION/DEMOBILIZATION

Payment for mobilization/demobilization will be made as a portion of the lump sum price. The bid item for mobilization/demobilization shall not exceed **ten percent (10%)** of the total of all bid items not including Mobilization/Demobilization.

Fifty percent (50%) of the mobilization/demobilization lump sum item will be paid with the first payment request; another fifty percent (50%) of the lump sum item will be paid as part of the final payment.

Mobilization shall include temporary signing and traffic control devices. Demobilization shall include final cleanup, removal of signs and equipment, tools, and materials, property repairs, and other cleanup and punch list work as necessary.

BID ITEM 2 - TRAFFIC CONTROL

Payment for "Traffic control" shall be made from the lump sum price as set forth in the Bidder's Bid. The actual payment will be made based on the percentage of the project completeness at the time of payment request submittal.

Traffic control system shall be in accordance with Part VI, "Traffic Controls for Street Highway Construction, Maintenance, Utility and Emergency Operations," of MUTCD, the provisions under "Temporary Protection and Direction of Traffic" of the Standard Specifications and these special provisions.

A Traffic Control plan shall be submitted to the City five (5) working days prior to the pre-construction meeting for review and approval. Suitable method such as cones, signs, barricades, flagging, and flaggers shall be used as necessary to direct all types of traffic through the construction zone. Consideration must be given to cars exiting driveways during construction onto unfinished surfaces.

Notification of the City and residents shall be done per Special Specifications / Contractor's Notification Responsibilities Prior to Beginning Work.

Street closures will not be allowed. Traffic shall not be delayed more than ten (10) minutes while routing through the construction site. The total hour of ten (10) minute delays shall not exceed two (2) hours in any workday. The City reserves the right to restrict work for specific holidays or events.

The contract lump sum price paid for temporary traffic control system shall include full compensation for furnishing all labors (include flagging costs), materials, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving traffic devices to the new locations, replacing of the traffic control devices required for temporary protection and direction of traffic and for traffic control system of closing traffic lanes through or around the work area.

BID ITEM 3 – EROSION CONTROL

Payment for “Erosion control” shall be made from the lump sum price as set forth in the Bidder’s Bid. Payment for this item shall be made similar to Bid item #2 at the Lump Sum price as set forth in the Bidder’s Bid.

The Contractor shall provide and maintain erosion and sedimentation control measures in accordance with the requirements and guidelines of the City Construction Standards and Community Development Code.

The Contractor shall inspect the control measures daily and upgrade them as needed or as directed. The Contractor shall maintain such control measures until permanent cover is established and shall remove them when they are no longer required. Any upgrades to control measures shall be considered incidental to the pay item for Dust and Erosion/Sedimentation control.

Payment for erosion/sedimentation control shall be full compensation for furnishing, installing, maintenance and removal, and incidentals for all work involved as specified and directed.

BID ITEM 4 – 8” DI PIPE

Payment for this item shall be made at the price per linear foot as set forth in the Bidder’s Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

This item includes the trenching, installation of 8” Ductile Iron Pipe Class 52 main, required gaskets, bends and fittings, backfill and testing in accordance with the bid documents and the City of West Linn Design and Construction Standards.

Hard surface restoration, service connections, and fire hydrant installation are covered under separate bid items. Crashed ¾-0” rock backfill is required for all the DI pipe and services installations.

The contract price paid per linear foot for shall include full compensation for furnishing all labor, materials, tools, equipment, testing and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 5 – 6” DI PIPE

See description for Bid Item #4 and apply for installation of 6” DI Pipe Class 52.

BID ITEM 6– 4” DI PIPE

See description for Bid Item #4 and apply for installation of 4” DI Pipe Class 52.

BID ITEM 7 – 12” DI PIPE

See description for Bid Item #4 and apply for installation of 12” DI Pipe Class 52.

BID ITEM 8 – 4” Gate Valve

Payment for this item shall be made at the price per each as set forth in the Bidder’s Bid. The dollar

amount paid for 4" Gate Valve will be equal to the amount of those measures actually implemented.

The valve shall be FGxMJ.

Installation shall be in accordance with the bid documents (Detail WL-411). Pavement Surface restoration is covered under separate bid item.

The contract price paid per 4" gate valve complete in place shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 9 – 6" Gate Valve

See description for Bid Item #8 and apply for installation of 6" Gate Valve.

BID ITEM 10 – 8" Gate Valve

See description for Bid Item #8 and apply for installation of 8" Gate Valve.

BID ITEM 11 – 12" Butterfly Valve

See description for Bid Item #8 and apply for installation of 12" Gate Valve.

BID ITEM 12 - New 1" Service Installation

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "New 1" Service Installation" will be equal to the amount of those measures actually implemented.

This item includes any required trenching, tapping connection to main, installation of copper service line, placement of new meter box, trenching between the old and new water boxes, testing, backfill and non-pavement surface and landscape restoration in accordance with the bid documents and Detail WL-402. The City personnel will provide switch and connection of the new service to the existing water service only. All the necessary trenching, backfill, removal of existing meter box and restoration shall be completed by the contractor.

Pavement Surface restoration is covered under separate bid item.

The contract price paid per New 1" Service Installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 13 - Existing 1" Service Reconnection

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Existing 1" Service Reconnection" will be equal to the amount of those measures actually implemented.

This item includes any required trenching, tapping and connection of existing water service to the new main after the new main was accepted by the City and brought in service.

Pavement Surface restoration is covered under separate bid item.

The contract price paid per reconnection of services complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 14 - New 2" Service Installation

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "New 2" Service Installation" will be equal to the amount of those measures actually implemented.

This item includes any required trenching, tapping connection to main, installation of 2" rigid copper service line, placement of new meter box, trenching between the old and new water boxes, testing, backfill and non-pavement surface and landscape restoration in accordance with the bid documents and Detail WL-403. The City personnel will provide switch and connection of the new service to the existing water service only. All the necessary trenching, backfill, removal of existing meter box and restoration shall be completed by the contractor.

Pavement Surface restoration is covered under separate bid item.

The contract price paid per New 2" Service Installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 15 - Existing 2" Service Reconnection

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Existing 2" Service Reconnection" will be equal to the amount of those measures actually implemented.

This item includes any required 2" rigid copper, trenching, tapping and connection of existing water service to the new main after the new main was accepted by the City and brought in service per Detail WL-403.

Pavement Surface restoration is covered under separate bid item.

The contract price paid per reconnection of services complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 16 - Existing 4" Service Reconnection

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Existing 4" Service Reconnection" will be equal to the amount of those measures

actually implemented.

This item includes any required trenching, tapping and connection of existing water service to the new main after the new main was accepted by the City and brought in service per Bid Documents. Contractor shall verify material type of existing 4" fire line.

Pavement Surface restoration is covered under separate bid item.

The contract price paid per reconnection of services complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 17 - Existing Hydrant to Reconnect

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Existing Existing Hydrant to Reconnect" will be equal to the amount of those measures actually implemented.

This item includes any required 6" DI pipe, trenching, "Tee", 6" GV and connection of existing hydrant per Detail WL-401 to the new main after the new main was accepted by the City and brought in service. Pavement Surface restoration is covered under separate bid item.

The contract price paid per reconnection of hydrant complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 18 - New Hydrant Installation

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "New Hydrant Installation" will be equal to the amount of those measures actually implemented.

This item includes any required 6" DI pipe, trenching, "Tee", 6" GV and installation of new hydrant per Detail WL-401, including 5'x5' concrete pad. Pavement Surface restoration is covered under separate bid item.

The contract price paid per installation of hydrant complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 19 - Remove Existing Hydrant

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Remove existing Hydrant" will be equal to the amount of those measures actually implemented.

This item includes any required trenching, disassembly, removal of existing hydrant, structural backfill and restoration. The City may pick up hydrant for internal use or request the Contractor to dispose of it. The contract price paid per installation of hydrant complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 20 - Thrust Block

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for "Thrust Block" will be equal to the amount of those measures actually implemented.

This item includes any required trenching, labor and materials per Details WL-406 and WL-407. Thrust blocks shall be installed per Bid Documents or as directed by the project Manager.

The contract price paid per installation of thrust block complete in place, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 21 - 2" Blow-Off

Payment for this item shall be made at the price per each as set forth in the Bidder's Bid. The dollar amount paid for 2" blow-off will be equal to the amount of those measures actually implemented.

The 2' blow-off assembly shall be installed per WL-404A standard detail from the City Construction Standards.

The contract price paid per 2" blow-off assembly complete in place shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 22 - Pavement Restoration

Payment for this item shall be made at the price per square foot as set forth in the Bidder's Bid.

Pavement restoration shall be completed per WL-203 Standard Detail from the City Construction Standards. Initial street cuts and additional T-cut per WL-203 will be considered incidental to this pay item, will not constitute additional pay item and shall be included in complete compensation per square foot for Pavement Restoration.

Existing street pavement to be removed will be marked by the City. A straight, neat cut with a power driven saw shall be made along the marked lines before excavating the pavement and additional "T" cut to be done prior to pavement.

This work shall consist of removal of existing pavement and road base material where applicable and compaction of subgrade material within the designated area to the depth of 4". After approval by the City inspector the prepared area shall be paved with 2 lifts of 2" each hot mix AC.

The contract price paid per square foot for Pavement Restoration shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the dig out of marked by the City areas, placement of AC pavement, including sawcutting and removing of the old pavement, complete in place, as specified in the Standard Specifications and per the City of West Linn Design and Construction Standards and as directed by the Project Manager, and complete clean up.

BID ITEM 23 - REMOVAL AND DISPOSAL

Payment for Removal and Disposal shall be made from the lump sum price as set forth in the Bidder's Bid. Payment for this item shall be made similar to Bid item #1 at the Lump Sum price as set forth in the Bidder's Bid.

The work shall consist of removal and disposal of all existing and effected hydrants, valve boxes, and water meter boxes. Unless the City will have desire to keep some of the removed stuff – the Contractor shall dispose of the material per the state regulations and at his own expense.

Holes in the pavement shall be backfilled per the City standards and Pavement Surface restoration is covered under separate bid item #22.

The contract price paid for Removal and Disposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 24 - Sidewalk Restoration

Payment for this item shall be made at the price per each square foot installed as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

Inspection and written approval by the City is required prior to any sidewalk installation.

The contract price paid per square foot for Sidewalk Replacement shall include full compensation for doing all work involved in replacement of the sidewalk, including saw-cutting, excavation, grade preparation, furnishing all labor, materials, including concrete, tools, equipment and incidentals, complete in place, as identified on the plans, as specified in the City of West Linn Design and Construction Standards and as directed by the Project Manager and complete clean up.

BID ITEM 25 - Curb Restoration

Payment for this item shall be made at the price per linear foot as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

Inspection and written approval by the City is required prior to any curb installation.

The contract price paid per linear foot for Curb Installation shall include full compensation for doing all work involved in replacement of the curb, including saw-cutting, excavation, grade preparation, furnishing all labor, materials, including concrete, tools, equipment and incidentals, complete in place, as identified on the plans, as specified in the City of West Linn Design and Construction Standards and as directed by the Project Manager and complete clean up.

BID ITEM 26 - ROCK EXCAVATION

Payment for Rock Excavation will be made in unit price per cubic yard as set forth in the Bidder's proposal. This item includes excavation and disposal of solid rock found within the trench area as required per plans. For payment purposes, quantities shall be based upon neat line measurements made by the City consistent with the project plans.

The contract price paid for Rock Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process and complete clean up.

BID ITEM 27 – FORCE ACCOUNT

Force Account or extra work as directed by the Project Manager. Predetermined amount (\$75,000) set aside for costs and work performed determined by the Project Manager as necessary to complete the project. Costs may be by lump sum, force account, or unit measure as agreed upon by the Contractor and Project Manager.

BID BOND

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

KNOW ALL MEN BY THESE PRESENTS, that

_____ ,
hereinafter called the Principal, and

_____ ,
a Corporation duly organized under the Laws of the State of Oregon, having its principle place of Business
at

in the State of _____, and authorized to do business in the State of Oregon as Surety, are held and firmly bound unto the City of West Linn Engineering Department, hereinafter called the Engineering Department, in the penal sum of

_____ Dollars

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

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his Bid for the above noted project in the City of West Linn, Oregon, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the Engineering Department the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20 _____

Principal

By: _____

Surety

By: _____

Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)

BID CHECKLIST

Water Main Replacement Project 2013

Project #PW-1219/1303/1304/1305

NOTE: This checklist has been prepared as an aid to contractors in preparing and checking bids for completeness. However, it is not intended to incorporate all requirements of the bid documents. The contractor is responsible for familiarizing himself with the documents and completing all requirements for bidding.

BID

- ✘ **Attend Pre-Bid Mandatory meeting.** Familiar with conditions of work and documents
- ✘ All bid items entered in WORDS AND NUMBERS
- ✘ Bid shall be signed by authorized representative with Title shown
- ✘ All blank spaces filled in
- ✘ Copies of addenda attached and SIGNED (if any)
- ✘ Registered with Construction Contractors Board, and license number noted
- ✘ Resident Bidder statement completed
- ✘ Written clarification MAY be attached
- ✘ Certified check or bid bond in the amount of 10% of Base Bid Total bid
- ✘ Contract Agreement
- ✘ Bid SEALED and SIGNED.
- ✘ Statement of Qualification submitted with bid submission
- ✘ Three Year Experience Record

PROJECT NOTES:

Workers Comp Insurance

Prevailing Wage Rate

QUESTIONS?

Contact: Boris Piatski, P.E. (503) 722-5519

BIDS DUE: 2:00 PM, Tuesday, February 5, 2013
City Hall, 22500 Salamo Road, West Linn, OR 97068

BID SHEET
Water Main Replacement Project 2013
Project #PW-1219/1303/1304

Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ _____	\$ _____
2	Traffic control	1	LS	\$ _____	\$ _____
3	Erosion Control	1	LS	\$ _____	\$ _____
4	8" DI Pipe	5970	LF	\$ _____	\$ _____
5	6" DI Pipe	75	LF	\$ _____	\$ _____
6	4" DI Pipe	600	LF	\$ _____	\$ _____
7	12" DI Pipe	35	LF	\$ _____	\$ _____
8	4" Gate Valve	4	EA	\$ _____	\$ _____
9	6" Gate Valve	4	EA	\$ _____	\$ _____
10	8" Gate Valve	26	EA	\$ _____	\$ _____
11	12" Butterfly Valve	1	EA	\$ _____	\$ _____
12	New 1" Service Installation	66	EA	\$ _____	\$ _____
13	Existing 1" Service Reconnection	2	EA	\$ _____	\$ _____
14	New 2" Service Installation	2	EA	\$ _____	\$ _____

15	Existing 2" Service Reconnection	2	EA	\$ _____	\$ _____
16	Existing 4" Service Reconnection	1	EA	\$ _____	\$ _____
17	Existing Hydrant to Reconnect	1	EA	\$ _____	\$ _____
18	New Hydrant installation	11	EA	\$ _____	\$ _____
19	Remove Existing Hydrant	6	EA	\$ _____	\$ _____
20	Thrust Block	21	EA	\$ _____	\$ _____
21	2" Blow-Off	2	EA	\$ _____	\$ _____
22	Pavement Restoration	35000	SF	\$ _____	\$ _____
23	Removal and Disposal	1	LS	\$ _____	\$ _____
24	Sidewalk Restoration	200	SF	\$ _____	\$ _____
25	Curb Restoration	25	LF	\$ _____	\$ _____
26	Rock Excavation	15	CY	\$ _____	\$ _____
27	Force Account	1	LS	\$ _____	\$75,000.00

Total \$ _____

TOTAL

\$ _____

(in writing)

\$ _____

(numeral)

SIGNATURE OF BIDDER

TITLE

BID ATTACHMENT

Water Main Replacement Project 2013

Project #PW-1219/1303/1304

The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The Bidder agrees to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works contract, in compliance with ORS 279C.838, ORS 279C.840, or 40 USC 3141, et seq. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is agreed that if the Bidder is awarded the Contract for the work described herein and fails or refuses to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) calendar days after receipt of notification of acceptance of the Proposal, then, in that event, the bid security in an amount not to exceed ten percent (10%) of the bid, or _____ DOLLARS (\$ _____), deposited herewith according to the conditions of the Advertisement for Bids and Information for Bidders, shall be retained by the Owner, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on this Proposal, the Surety that will provide the Performance and Payment Bond is:

whose address is:

The name of the Bidder who is submitting this Proposal is:

doing business at:

which is the address where the contract and all communications concerned with this proposal shall be sent.

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Water Main Replacement Project 2013
Project #PW-1219/1303/1304

BID CLOSING: Date: Tuesday, February 5, 2013

Time: 2:00 PM

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 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) _____	\$ _____	_____

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. By submitting this 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.

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

THREE YEAR EXPERIENCE RECORD

Recent projects first

#1 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#2 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#3 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

Attach additional sheets if needed.

RECYCLED MATERIALS

Following is a list of the bid items in which recycled materials is to be used by the Contractor along with the percentage of recycled materials contained within the finished product:

RESIDENT BIDDER STATUS

Is the Bidder a resident bidder, as defined in ORS 279A.120 _____.

If not, list the state of residence of the bidder: _____.

CONTRACTOR'S LICENSE NUMBER

List Contractor's License Number: _____

Tax I.D. : _____

ATTACHMENTS

GENERAL TECHNICAL SPECIFICATIONS (PUBLIC WORKS STANDARDS)

The Public Works Standards can be found under the following link: <http://westlinnoregon.gov/publicworks/design-construction-policies>

PROJECT PLANS

SUPPLEMENTARY INFORMATION