

Contract Documents

for the

2012 Slurry Seal Project

PW-12-04

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

BIDS DUE: 2:00 PM, May 2nd, 2012 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

BID OPENING: 2:00 PM, May 2nd, 2012 at the City of West Linn Public Works Engineering Division, West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

**CITY OF WEST LINN
PUBLIC WORKS
ENGINEERING DIVISION**

22500 Salamo Road #800
West Linn, Oregon 97068
503 722-5501 FAX 503 656-4106

PROJECT DOCUMENTS FOR THE

2012 Slurry Seal Project

PW-12-04

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	John Kovash
Councilor	Jody Carson
Councilor	Teri Cummings
Councilor	Mike Jones
Councilor	Jenni Tan
City Manager	Chris Jordan
Public Works Director	Ken Worcester

CITY OF WEST LINN

2012 Slurry Seal Project

PW-12-04

IN WEST LINN, CLACKAMAS COUNTY, OREGON

TABLE OF CONTENTS

BID DOCUMENTS

ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

GENERAL TECHNICAL REQUIREMENTS (PUBLIC WORKS STANDARDS)

TECHNICAL SPECIFICATIONS

BID BOND FORM

PERFORMANCE BOND FORM

PAYMENT BOND FORM

BID PROPOSAL

PROPOSAL CHECKLIST

BID SHEETS

BID PROPOSAL ATTACHMENT

CONTRACT AGREEMENT

REFERENCES/EXPERIENCE RECORD

ATTACHMENTS

2012 STREET TREATMENT LIST

PROJECT PLANS

ADDENDA (IF ANY)

BID DOCUMENTS

**Contract Summary Bid
2012 Slurry Seal Project
PW-12-04**

IN WEST LINN, CLACKAMAS COUNTY, OREGON

CITY OF WEST LINN, OREGON

Sealed proposals for Slurry sealing of various city streets in the City of West Linn, Clackamas County, Oregon, will be received by the City of West Linn Public Works Engineering Division offices at City Hall, 22500 Salamo Road, Box #800, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, May 2nd, 2012 at which time the proposals shall be publicly opened and read. Proposals received after this time will not be considered. Proposals shall be clearly marked “Bid for **2012 Slurry Seal Surface Project**”, and addressed to the attention of **Pat Rich**, Public Works Administrative Assistant.

Work generally consists of the application of approximately 52,000 square yards of Type II Slurry Seal and additionally as much as the contractor can apply Type 3 Slurry Seal full width of Willamette Falls Drive commencing at Highway 43 and working west for a total price for all work of \$95,000. The scope shall include that work necessary to perform cleaning, traffic control, placing slurry seal, and other incidental work in order to slurry seal the designated project streets. The contract work must be completed within two (2) months following award; however once work is commenced on site, all work must be completed and accepted within thirty (30) days. The City’s budget for this scope of work in the City of West Linn is \$95,000 for the Slurry Sealing.

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, telephone number, fax and email address or call 503-722-5501 to be placed on the plan holders list.

Pat Rich
Administrative Assistant
Public Works Department

Publish in the Daily Journal of Commerce – Tuesday, April 17th, 2012

**2012 Slurry Seal Project
PW-12-04**

CITY OF WEST LINN, OREGON

PROJECT INFORMATION

PROJECT QUESTIONS

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

Jeff Randall
City of West Linn
4100 Norfolk Street, West Linn OR 97068
Phone (503) 656-6081 x2103
E-mail: jrandall@westlinnoregon.gov

CITY PROJECT MANAGER: Jeff Randall, Street Utility Supervisor.

GENERAL DESCRIPTION Work generally consists of applying Type II and Type III Slurry Seal to include all phases from notification to completion. Street slurry seal work shall include that work necessary to perform cleaning, traffic control, placing slurry seal, and other incidental work in order to slurry seal the designated project streets.

The work will follow the City of West Linn Specifications.

The City of West Linn consists of applying approximately 51,485 square yards of Type II Slurry Seal to various streets and additionally as much as the contractor can apply Type III Slurry Seal full width of Willamette Falls Drive commencing at Highway 43 and working west for a total price of \$95,000.

This is a Unit-Price type contract with a **fixed maximum contract value**.

Estimated quantities for each bid item are as shown in the proposal.

TIME OF COMPLETION The time of completion of the work to be performed under this contract is as follows:

The contract work must be completed within two (2) months following issuance of Notice to Proceed; however once work is commenced on site, all work must be completed and accepted within thirty (30) days.

Delays and extensions of the time may be allowed in accordance with section 108.06 of the City of West Linn Public Works Standards.

BID SECURITY Proposals 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 proposal

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.

PRE-QUALIFICATION OF BIDDERS Pre-qualification is not required for this project. However, bidders must provide reference information as specified in the following paragraph.

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 three-year period of expanding experience. Said experience must be with products, similar to that specified in this contract. Also said experience must be of a similar size as scope of work and be within the local geographic area (within 200 miles). Information shall be provided on form provided in the proposal packet and include 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.

CONTRACT DOCUMENTS The Contract Documents under which it is proposed to execute this work consists of the material bound and attached herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents should request of the Engineer, 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 mailed or delivered to each person receiving a set of the Documents. The Owner 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 Construction Specifications in their entirety are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

RESIDENT BIDDER STATEMENT REQUIRED Each proposal must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

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 proposal must contain the license number of the bidder.

PREPARATION OF PROPOSAL The proposal for the work contemplated is to be submitted on the form prescribed in the proposal herein. All blank spaces on the proposal 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 proposal shall be deemed informal 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.

The bidder shall sign his proposal in the space provided in the CONTRACT AGREEMENT document. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If a corporation makes the proposal, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

SUBMISSION OF PROPOSALS All proposals must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Proposals must be made on the prescribed proposal forms attached herewith, and submitted intact with the proposal documents. **A bid that is submitted without the bidder's signature on the CONTRACT AGREEMENT may be deemed non-responsive.** Late bids will not be considered.

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

The Owner 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 Owner'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.

PAYMENT The Owner will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and Project Manager.

AWARD OR REJECTION The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the proposal include alternates, the contract will be awarded, with alternatives being awarded in priority order.

Notwithstanding provisions of law requiring the City to enter into contracts with the lowest responsive, responsible bidder, the City shall give preference to materials and supplies manufactured from recycled materials. The preference shall be determined in the following manner: (a) the bidder must indicate on the proposal which bid items contain recycled materials and the percentage of recycled materials in the product; (b) the City will compare on an item by item basis the cost of the item containing recycled materials with the cost of the item without recycled materials; (c) the City will compare the lowest bid with the bid containing the use of recycled materials; (d) a preference will only be given if on an item by item basis and on the basis of the bid amount, the cost of using recycled materials does not exceed the cost of using non-recycled materials by more than five (5) percent.

As required by ORS 279A.120, and solely for the purpose of determining the lowest responsive bidder, 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 Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. No bidder may withdraw his proposal for a period of sixty (60) days after the date of opening thereof. The acceptance of a proposal will be by notice in writing, mailed or delivered to the office designated in the Proposal.

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 proposal, shall be covered in the proposal, and shall be made a part of the contract. Addenda will be handled as follows: City will not mail notice of Addenda, but will publish notice of any 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 the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

EXECUTION OF CONTRACT The contractor must sign the contract that it submits with its proposal. The contract is executed upon signature of the contract document by the City Manager.

PERFORMANCE AND PAYMENT BOND The successful bidder shall file with the Owner performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of notification of execution (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 Owner 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.

FAILURE TO FURNISH BOND Should the successful bidder fail or refuse to execute the contract and furnish the performance bond, then the bid security deposited by said bidder shall be retained

as liquidated damages by the Owner; and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the bidder fails to furnish bond as provided herein. 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) Advertise and accept bids for the project, award, administrate the contract and inspect the project for compliance with contract plans and specifications, and provide payment upon completion.

CONTRACTOR'S RESPONSIBILITY The Contractor shall complete the work as represented in these plans and specifications, and as modified by mutual agreement by the owner and contractor. 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.

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 Project Manager.

PRE-CONSTRUCTION CONFERENCE A 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.

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. All notifications shall be copied to the City. Traffic control and temporary No Parking signage plans shall be submitted and approved at least two (2) weeks prior to beginning work with all the required signs to be installed at least one (1) week prior to beginning work.

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

TEMPORARY PAVEMENT MARKINGS FOR CENTERLINES AND FOG LINES: It is understood that temporary yellow centerline and white fog lines will have temporary tape (or “Sticky Stomps”) and are required on streets receiving the slurry seal treatment and placement of said temporary pavement markings and temporary stop bars are considered incidental and that no additional compensation will be paid individually for this work.

TEMPORARY NO PARKING SIGNAGE AND TRAFFIC CONTROL:

The Contractor is responsible for placing adequate signage designating the work zone and parking restrictions in effect. The signage will complement traffic control personnel who will control safe access to and through the construction site as allowed by the contractor during the work. Streets shall be physically blocked during the crack seal cure time to prevent damage to the contractor’s work. As soon as possible, the treated streets shall be re-opened to traffic. Such work is considered incidental and no additional compensation will be paid individually for this work.

PROTECTION OF PAVEMENT LEGENDS, ETC.:

Contractor is required to cover and protect pavement markings (e.g. turn arrows, stop bars, crosswalks, etc.) from slurry seal treatment. If such protection is not provided and markings are damaged or obscured as a result of contractor’s work, contractor will be required to replace markings with new as directed by the City’s Streets Supervisor. Such work is considered incidental and no additional compensation will be paid individually for this work.

**GENERAL SPECIFICATIONS
2012 SLURRY SEAL PROJECT
PW-12-04**

The West Linn Public Works Standards are incorporated in totality (with the exception of Section 108.07 – Insurance) by reference. The standards are available for purchase at the City of West Linn or available online for free reference or download.

MEASUREMENT Slurry seal will be measured by the square yard of street surface covered. The amounts shown on the attached Project List are approximations. The Contractor shall be responsible for the measurement of the areas covered. In the event that there is a discrepancy between the amounts shown in the contract and the actual amount measured, the burden of proof shall fall to the contractor.

TECHNICAL SPECIFICATIONS

SLURRY SEALS

PW-12-04

1. Time of Construction

Work contemplated in this contract may not commence until the Contractor has been issued a notice to proceed.

In addition to the overall project completion date, all work on the following streets which are either access routes to schools or potential access routes to schools, shall be completed no later than **August 26, 2011**:

Hidden Springs RD
Willamette Falls DR

2. Preconstruction Conference

After the execution of the contract, but prior to the notice to proceed, a pre-construction conference between the contractor, all subcontractors and the City shall be held at a mutually acceptable time and place. The contractor shall be represented, at a minimum, by a principle of the firm and the superintendent of the project. The contractor shall provide a work schedule for the City Engineer's approval at the preconstruction conference.

3. Scope

This schedule consists of furnishing all labor, equipment, and materials necessary for the preparation and application of one or more layers of slurry seal consisting of emulsified asphalt, water, aggregate, and additives on a prepared asphalt pavement as shown or directed.

4. Areas of Work

The areas of work are shown in the attached maps and spreadsheet bound herein and placed at the end of the document.

5. Traffic Control and Public Notification

The City requires the Contractor to give 72 hour notification to all residents that will be affected by work..

The contractor shall provide adequate signing and flaggers to ensure the work zone is properly identified in compliance with the current edition of the *Manual of Uniform Traffic Control Devices*, 2009 Edition (MUTCD) and the *Oregon Temporary Traffic Control Handbook*, May 2006 (OTTCH).

All flaggers shall have:

- a. The mental and physical ability to provide timely, clear, and positive guidance.
- b. A sense of responsibility for safety of public and work crew.
- c. A neat appearance.
- d. A courteous but firm manner.

- e. Completed an approved work zone traffic control course within the past three (3) years and be able to provide evidence of completion to the Project Inspector upon request.
- f. Two-way radios with extra batteries.

A detailed traffic control plan shall be supplied to the City at the preconstruction meeting. The plan shall include any proposed road closures and/or detour routes. The contractor shall at no time close any intersection. Cul-de-sacs and dead ends shall have access restored within 4 hours.

Thirty-six (36) hours prior to starting work on any given group of streets, the contractor is responsible for notifying the City of any traffic impairment. Notification shall include the exact location of work and the times when work will be performed, stating time of day and the date of street closure. A means of emergency access will be maintained at all times in all work zones.

Several streets scheduled for slurry seal are in areas where special consideration for residential parking and property owner access is required. Typically these areas of concern include streets where sidewalks are limited, nearby offsite parking is impractical or impossible, or the walking distance to the nearest off-site parking area is excessive (1000 ft or more). The contractor shall coordinate the work in a manner that either provides face-to-face communication and an agreement with the property owners who may be inconvenienced to assure that they will either not need access during the work, or, the contractor should divide the work into segments so that on-site ingress and egress accessible areas not impacted by the work can be used for neighborhood parking while the other adjacent segments are being treated. Streets where these kinds of special considerations will be expected include:

- Hall ST
- Wellington DR
- Fairhaven DR
- Alder CT
- First CT
- Hidden Springs RD
- Willamette Falls DR

Streets may be posted "NO PARKING" between the hours of 7:00 AM and 5:00 PM. Posted parking prohibitions shall be restricted to one working day. Parking prohibitions proposed outside of the listed time frame or for more than one working day, must have prior approval, in writing, from the City Engineer. Streets not completed must be rescheduled.

Signs should be placed no less than thirty-six (36) hours or no more than seventy-two (72) hours prior to commencement of work. These "NO PARKING" signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor. Signs shall be posted every 100 feet on both sides of the street

affected. At the completion of all work, all “NO PARKING” signs shall be appropriately disposed of by the contractor.

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

The contractor shall log the posting of the “NO PARKING” signs and door hangers in order for towing to occur. The log will be submitted on a weekly basis to the Project Manager and contain the following minimum information:

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

The contractor shall provide such barricades as required to close the street to protect the uncured slurry from vehicular traffic. When specified, the contractor shall provide such flaggers and barricades as required to protect the uncured slurry seal from vehicular traffic on major or feeder type streets. ***For all non-residential access, at least one lane of the access shall remain open for bi-directional traffic flow unless alternate access is available. The contractor shall provide the necessary flaggers, barricades and appropriate signage to maintain this access.*** Where necessary, the contractor shall spread a thin pathway of aggregate across the fresh slurry at pedestrian crossings and street intersections as directed by the Project Inspector. Any damage to the uncured slurry shall be the responsibility of the contractor.

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

**TECHNICAL SPECIFICATIONS
SLURRY SEAL
PW-12-04**

1. Materials

1.1 Emulsified Asphalt: Furnish CQS-1h emulsified asphalt meeting the following requirements when tested according to AASHTO T59:

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

The residue shall pass the following specifications:

TEST	SPECIFICATION
Penetration at 77°F (25°C), 3.5 ounces, 5 seconds.	40-90 minimum
Solubility in CS ₂ or TCE	97.5 minimum
Ductility at 77°F (25°C), inch	15.7 minimum

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

1.1.1 Laboratory Evaluation: Aggregate shall meet the following test requirements:

TEST	SPECIFICATION
Abrasion Resistance, AASHTO T96	65% Maximum
Soundness, AASHTO T104	Using Na ₂ SO ₄
	Using MgSO ₄
Sand Equivalent, AASHTO T176	55 Minimum

1.1.2 Grading: Percentage composition by weight of the aggregate shall conform with the following gradation prior to the addition of any mineral fillers such as cement or lime.

SIEVE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
3/8" (9.55mm)	100	100	0
No. 4 (4.75 mm)	90-100	70-90	± 5%
No. 8 (2.36 mm)	65-90	45-70	± 5%
No. 16 (1.18mm)	45-70	28-50	± 5%
No. 30 (600 µm)	35-50	19-34	± 5%
No. 50 (300 µm)	18-30	12-25	± 4%
No. 100 (150 µm)	10-21	7-18	± 3%
No. 200 (75 µm)	5.0-15.0	5.0-15.0	± 2.0%

1.3 Additives and Mineral Filler:

Liquid retardant and mineral fillers may only be used when their quantity can be metered. The use of additives in the slurry mix, (or individual materials), shall comply initially with the quantities predetermined by the mix design, or with field adjustments if required, after approval by the engineer.

Portland cement, hydrated lime, limestone dust, fly ash or other approved filler required by the mix design shall meet the requirements of ASTM D 242, and shall be considered as part of the dry aggregate.

1.4 Water

Water shall be potable, free of harmful salts and contaminants, and compatible with the slurry mix. Water used in mixing or curing shall be reasonably clean and free of oil, sugar, organic matter or other substance injurious to the finished product.

2.0 Job Mix Formula (JMF)

Prior to the preconstruction conference, the contractor shall submit a signed original slurry seal mix design incorporating the aggregate and asphalt materials to be used on the project. Percentages of each individual mix material required shall be shown on the mix design report. The complete mix design shall be made with the same aggregate gradation that will be used on the project. After the mix design has been approved, no substitution will be permitted unless approved by the City Project Manager. Water, not exceeding 11% by mass (weight) to asphalt emulsion, shall be used to develop a good mix.

2.1 Laboratory Evaluation: Have the mix design prepared and tested by a laboratory which has experience in designing emulsified asphalt slurry seal surfacing. Determine the proportion of component materials and perform tests described in section 7.2. The final mix design shall meet the limits described in sections 7.2 and 7.3.

2.2 Mix Design Tests:

TEST	DESCRIPTION	SPECIFICATION
ISSA TB-106	Slurry Seal Consistency	
ISSA TB-139	Wet Cohesion, 30 minute set 60 minute set	0.10 lb-in minimum 0.17 lb-in minimum
ISSA TB-114	Wet striping	Pass (90% minimum)
ISSA TB-100	Wet-Track Abrasion Loss, One hour soak	1.5 lb/yd ² maximum
ISSA TB-113	Mix Time*	Controllable to 180 seconds minimum

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

The wet track test is used to determine the minimum asphalt content.

The mixing test is used to predict how long the material will be mixed in the machine before it begins to break.

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

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

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

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

COMPONENT MATERIALS	LIMITS
Residual Asphalt	Type I: 10-16% Type II: 7.5-13.5% (based on dry weight of aggregate)
Mineral Filler	0.5-2% (based on dry weight of aggregate)
Additives	As needed.
Water	As needed to achieve proper mix consistency. Total mix liquids shall not exceed the loose aggregate voids. Use ISSA T106 to check optimum liquids.

3.0 Tolerances and Limits

Tolerances for individual materials as well as the slurry seal mixture during production are as follows:

- After the designed residual asphalt content is determined, a plus or minus one percentage point variation will be permitted.
- The percentage of aggregate passing each sieve shall be within the stockpile tolerance range as stated in **6.2.2**.
- The percentage of aggregate passing shall not go from the high end to the low end of the specified range of any two successive sieves.
- The slurry consistency shall not vary more than plus or minus 2 inches from the mix formula after field adjustments.
- The rate of application, once determined by the Project Manager, shall not vary more than plus or minus 2 lbs/yd² while remaining within the design application rates.

4.0 Protection of Work Materials

4.1 Stockpiling Materials: The Wilderness Park parking lot area is available for the contractor to use as his stockpile site for this contract's materials only. The contractor shall be fully responsible for its, preparation, maintenance, and cleanup in a manner satisfactory to the City. Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be placed in an area that drains readily. Segregation of aggregate will not be permitted. Aggregate samples will be taken from field stockpile locations, prior to any addition of mineral fillers. Final payment for the contract will not be made until the stockpile site has been cleaned up to the satisfaction of the City of West Linn Parks Director.

4.2 Emulsion Storage: The contractor shall provide suitable storage facilities for the asphalt emulsion. Suitable heat shall be provided if necessary.

5.0 Quality Control

Acceptance samples of the aggregate, asphalt emulsion, and slurry mixture (taken directly from the slurry unit) shall be taken by the contractor in the presence of the project inspector on a random basis. A minimum of one (1) sample of the aggregate, asphalt emulsion, and the slurry mixture will be taken each day of use. If any changes are made during the day an additional sample of the slurry mixture will be taken. Testing containers will be provided by the City. These samples will be tested, at the Contractor's expense if the City Engineer deems it necessary, based on the finished appearance and/or quality of quantitative measurements made during the proportioning of the slurry components while mixing and placing.

6.0 Equipment

All equipment, tools, and machines used in performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

6.1 Mixing Equipment: The machine(s) shall be specifically designed and manufactured to lay slurry seal. Mix slurry seal in continuous pug mill mixers; a self-propelled machine specifically designed and manufactured to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive and water to a revolving blade mixer that discharges the thoroughly mixed product on a continuous flow basis. Concrete transit mixer trucks shall not be used. Minimum slurry seal machine size shall be 7 cubic yards. The machine shall be capable of mixing materials at pre-set proportions regardless of the speed of the machine and without changing machine settings.

The mixing machine shall be equipped with an approved fine feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. Use the fine feeder whenever added mineral filler is a part of the aggregate blend.

6.1.1 Proportioning Devices: Provide and properly mark individual volume or weight controls, such as revolution counters or similar devices, for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, additive, emulsified asphalt and water). Instruct the Project Manager how to calculate the application rate per square meter (square yard) utilizing the Contractor's proportioning devices.

6.1.2 Calibration: Calibrate, in the presence of the Project Inspector, each slurry mixing unit to be used on the Project prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by the Project Inspector provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machines metering devices. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted.

6.2 Spreading Equipment – Spreader Box: Attach to the mixer machine a mechanical type squeegee distributor equipped with flexible material that is in contact with the pavement surface to prevent the loss of slurry from the distributor. Adjust the distributor to prevent the loss of slurry on varying grades and crown and to assure uniform spread. There shall be a steering device and a flexible strike-off. The spreader

box should pull smoothly and evenly without vibration. Keep the spreader box reasonably clean, and do not allow buildup of asphalt and aggregate. Only one tail rubber will be allowed. Any type of drag used shall be subject to approval by the Project Manager and kept in a completely flexible condition at all times.

7.0 Construction

- 7.1 Hours of Work:** General hours of work shall be limited to 7:00 AM to 5:00 PM Monday through Friday, unless otherwise approved by the Project Manager. Saturday and Sunday work will be allowed only with prior approval from the project manager. Slurry seal shall be applied only between the hours of 8:00 AM and 3:00 PM and must be able to support traffic by 5:00 PM.
- 7.2 Weather Limitations:** Do not apply the slurry seal if either the pavement or air temperature is below 50°F (10°C) and falling and/or when the weather forecast exceeds 40 percent probability of rainfall. The slurry seal may be applied when both the pavement and air temperature are above 45°F (7°C) and rising. Do not apply if there is a danger that the finished product will freeze before 24 hours. Do not apply when weather conditions prolong opening to traffic beyond a reasonable time. Do not apply in the rain. Replace slurry damaged by rain after application according to the Specifications, and as determined by Project Manager, at no additional cost. Clean the street of all remaining slurry mix materials prior to re-application.

Adjust the rate of application of the fog spray during the day to suit temperatures, surface texture, humidity and dryness of pavement surface. Do not spray additional water into the spreader box.

7.3 Preparation of Surface:

- 7.3.1 Street Equipment and Procedure:** Immediately prior to applying the slurry seal, the existing pavement surface shall be cleared of all loose materials, dirt, grease/oil spots, or other foreign matter such as moss, weeds, etc. Cleaning the streets shall be accomplished by sweeping with a vacuum sweeper with blowers. Areas inaccessible to the vacuum sweeper shall be cleaned by hand, pressure spray, or other equipment as necessary to thoroughly clean the roadway. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Prior to slurry surfacing, the Project Inspector shall approve the surface preparation. Finish sweeping no more than 24 hours prior to application of the slurry seal. If there is a delay of more than 48 hours between sweeping and slurry sealing caused by weather conditions or

other unforeseen circumstances, re-sweep as determined by the Project Manager, at no additional cost to the Agency. Payment for street preparation shall be incidental to the unit prices for slurry seal.

7.3.2 Utility Covers: The contractor shall be responsible for verifying utility locations in the field and taking necessary precautions to protect all existing utilities. Protect manholes, valve boxes, drop inlets and other service entrances from the slurry seal by a suitable method. Clean these covers as quickly as possible after the application of the slurry seal and definitely prior to the final set. If necessary, clean slurry residual from the interior of the utilities.

7.3.3 Pavement Markings: Protect all reflector buttons and thermo-tape marking before slurry seal is to be applied to any area, as determined by the Project Manger. Temporary markings may need to be installed per section 14 as determined by the Project Manager. ***Pavement markings shall not be removed more than 7 days in advance of the slurry seals.*** Payment for removal of pavement markings is considered incidental.

7.4 General: The surface shall be wetted by fogging ahead of the slurry box, if required by local conditions. Apply water used in wetting the surface at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry box. The slurry mixture shall be of the desired consistency upon leaving the mixer. Do not add additional elements. Carry a sufficient amount of slurry in all parts of the spreader at all times so that complete coverage is obtained. Do not allow rippling, lumping, balling, or unmixed aggregate in the spreader box. Do not allow segregation of the emulsion and aggregate fines from the coarse aggregates. If the coarse aggregate settles to the bottom of the mix, remove the slurry from the pavement. Do not allow excessive breaking of the emulsion in the spreader box. Do not leave streaks, such as caused by oversized aggregate, in the finished pavement. Maximum mixing time in the pugmill shall be four minutes.

7.5 Application Rate: The minimum rate of application of dry aggregate per square yard will be determined by the City Project Manager. The depth of the slurry seal shall be sufficient to correct surface conditions, fill surface voids, and provide sealing and a minimum wearing surface. The maximum allowable vehicle speed for the rate of application shall be 180 feet per minute. Failure to demonstrate the proper rate of application will result in suspension of the work until the Contractor can demonstrate otherwise, at no additional cost to the City.

ISSA TB112 gives a method to determine expected application rates.

The slurry seal mixture shall be of proper consistency at all times to provide the application rate required by the surface condition. The average application rate, as measured by the City Project Manager, shall be according to the following table:

	Recommended Use	Application Rate
Type II	Urban and Residential Streets	10.0 – 16.7 lbs/sq.yd
Type III	Primary Routes	15.0 – 25.0 lbs/sq.yd

7.6 Joints: Construct a uniform line along the edge and a good seal at curb lines. Construct the flow line at curbs to allow storm drainage flow to catch basins without bonding along the curb line. In the case of a concrete gutter, cover the gutter line joint with the slurry seal, but do not overlap onto the gutter. Remove any overlap, as determined by the Project Manager, at no additional cost. Streets that have been recently slurry sealed that cross this Project shall not be slurry sealed again.

The slurry joints and panels shall be straight, neat and uniform and follow the contour of the existing curb or concrete gutter. Unless otherwise approved, the overlap of joints will not exceed 2 inches and shall be feathered. Floating (adding additional water other than what is required for the approved mix design) of the emulsion or slurry mixture in the pugmill and/or spreader box to cover or overlap missed areas will be prohibited. Keep lines straight at the beginning/ending of work segments and at street intersections (defined by the near curb lines of the street adjacent to the work).

7.7 Mix Stability: The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water and emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box will not be permitted.

7.8 Handwork: Use approved squeegees to spread slurry in areas not accessible to the slurry mixer. Limit handwork at the beginning and end of the panels to prevent segregation of the rock from the emulsion and to minimize cosmetic drag mop marks and/or defects in the finished product. The same type finish as applied by the spreader box shall be required. Complete handwork prior to setting of the slurry.

7.9 Curing: The rate of curing of the slurry seal shall be such that a street may be opened to traffic within four (4) hours after application without tracking or damage to the surface. Protect the area for the full

curing period with suitable barricades or markers. The street will be opened to traffic only when approved by the project inspector. The Contractor will be responsible for any damage to the slurry seal due to traffic or other, prior to specific notice to open a particular street. Repair all damage to the slurry, to the satisfaction of the Project Manager, at no additional cost to the City.

7.10 Dust Control: The contractor shall assume all responsibility for dust control and shall furnish labor and materials to prevent the creation of dust damage and nuisance to persons and property. Any claim resulting wherefrom shall be the responsibility of the contractor. Dust control shall be considered incidental to the unit prices for slurry seal.

7.11 Cleanup: The contractor shall be fully responsible for maintenance and clean up of excess aggregate materials and emulsion from streets, driveways, sidewalks, curbs, gutters, manholes, water valves, etc. within 48 hours after application of slurry seal.

8.0 Measurement & Payment

The accepted quantities of slurry seal will be paid for at the Contract unit price per square yard for the item "Slurry Seal Preparation and Application of Asphalt Emulsion Slurry Seal and Cleanup, Complete". Payment will be payment in full for furnishing and placing all materials and furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

9.0 Striping, Marking, and Reflectorization

Will be done by city crews

BID BOND

Project #PW-12-04

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)

**City of West Linn, Oregon
Public Works Contract Performance Bond**

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)

(Street Address of Surety)

(City)

(State)

(Zip)

(Print - Agent / Contact Name) (Phone Number)

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 _____, _____,

(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 Oblige, but shall terminate on acceptance by Oblige.

The total amount of the Surety's liability to Oblige 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 _____, _____.

Contractor

Principal Signature

Principal Printed Name

Witnesses:

Surety

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

Surety Attorney of Fact

Countersigned:

Resident Agent

**City of West Linn, Oregon
Public Works Contract Payment Bond**

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)

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

(Print - Agent / Contact Name)

(Phone Number)

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 _____, _____,

(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 Statutes, 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 _____, _____.

Contractor

Principal Signature

Principal Printed Name

Witnesses:

Surety

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

Surety Attorney of Fact

Countersigned:

Resident Agent

BID

BID CHECKLIST
Project # PW-12-04

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

- ✘ Familiar with conditions of work and documents
- ✘ All bid items entered in WORDS AND NUMBERS
- ✘ All bids, including Base Bid, Additive Accumulation Bids (if any) and Attachments shall be filled out.
- ✘ Base Bid and Additive Accumulation Bids (if any) 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 signed and enclosed.**
- ✘ Bid SEALED and SIGNED.
- ✘ Pre-qualification submitted with or prior to bid submission

PROJECT NOTES:

Workers Comp Insurance
Prevailing Wage Rate (if applicable)

QUESTIONS?

Contact: Dennis Wright, P.E. (503) 722-5514

BIDS DUE: 2:00 PM, Tuesday, May 2nd, 2012; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

BID SHEET

**Slurry Seal Project
Project No. PW-12-04**

Item #	Description	Bid Quantity	Unit	Unit Price	Total Amount
1	Type II Slurry Seal (Preparation and Application of Asphalt Emulsion Slurry Seal and Cleanup, Complete)	51,485	Sq.Yd.	\$	\$
2	Type III Slurry Seal (Preparation and Application of Asphalt Emulsion Slurry Seal and Cleanup, Complete)		Sq.Yd.	\$	\$
	Total				\$95,000.00

Contract Price in Words: Ninety-Five Thousand and no/100s.

BID QUANTITY AND UNIT PRICE IN WORDS

Type II Slurry Seal

Fifty-One Thousand and Four Hundred Eighty-Five Number of Square Yards
Price per Square Yard

Type III Slurry Seal

Number of Square Yards
Price per Square Yard

SIGNATURE OF BIDDER

TITLE

BID ATTACHMENT

The Bidder agrees that the unit price for the estimated quantity represents 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 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:

**PUBLIC IMPROVEMENT CONTRACT
WITH THE CITY OF WEST LINN
FOR
2012 Slurry Seal Project
PW-12-04**

THIS CONTRACT, made and entered into this _____ day of _____, _____, by and between the City of West Linn, a municipal corporation of the State of Oregon, hereinafter called "City" and _____ hereinafter called "Contractor", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Services

Contractor's services under this Agreement shall consist of the following:

Work generally consists of the application of approximately 52,000 square yards of Type II Slurry Seal and additionally as much as the contractor can apply Type III Slurry Seal full width of Willamette Falls Drive commencing at Highway 43 and working west for a total price for all work of \$95,000. The scope shall include that work necessary to perform cleaning, traffic control, placing slurry seal, and other incidental work in order to slurry seal the designated project streets.

2. Prevailing Wage

If the contract price exceeds \$50,000 and this Contract 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. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. 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. If this 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 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). The Contractor shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Contractor.

For contracts \$50,000 or greater, City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hours Division
Prevailing Wage Unit
800 NE Oregon Street, # 32
Portland, Oregon 97232

3. Contract Documents

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of West Linn, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

4. City's Representative

For purposes hereof, the City's authorized representative will be Jeff Randall, Transportation Supervisor.

5. Contractor's Representative

For purpose hereof, the Contractor's authorized representative will be _____.

6. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

7. Compensation and Completion

- A. **Payments:** City agrees to pay Contractor _____(amount in words) Dollars (\$ _____(amount in numbers)) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

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 City's authorized representative, Dennis Wright, 22500 Salamo Road, West Linn, OR 97068, 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 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 and Liquidated Damages: 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. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. All work on the project shall be completed within thirty (30) days of the date of the Field Mobilization as defined in the Standard Construction Specifications – West Linn and within three (3) months of contract award. 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 contained in the West Linn Public Works Standards Section 108.07 Liquidated Damages on a per calendar day basis 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.

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.

8. 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.
- B. The undersigned 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 this 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.

9. 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.

10. Contractor - Payment of Benefits - Hours of Work

A. The Contractor shall:

- 1) 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;
- 2) 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;
- 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and
- 4) 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;

B. 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 than 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.

- 1) 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.
- 2) 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.
- 3) 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.

- C. 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 claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.
- D. 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.
- E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

11. Drug Testing Program

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to 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 contract. 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.

12. Contractor's Employee Medical Payments

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.

13. 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.

14. Early Termination

- A. 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:
 - 1) 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
 - 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.
- B. 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 Agreement.
- C. 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.

15. Cancellation with Cause

- A. City may terminate this Agreement 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:
 - 1) 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 Agreement may be modified to accommodate a reduction in funds,
 - 2) 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 Agreement,
 - 3) 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 Agreement is for any reason denied, revoked, or not renewed, or
 - 4) 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.
 - 5) 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 paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement 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 Agreement.

If City terminates this Agreement under paragraph (b), 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 Agreement 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.

16. Access to Records

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. Work is Property of City

All work performed by Contractor under this Agreement shall be the property of the City.

18. Adherence to Law

A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800- 279C.870.

B. 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.

- C. 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 effect 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 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.

19. 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 and 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.

20. 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 disabled, 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 disabled 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.

21. 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.

22. 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.

23. 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.

24. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

25. Conflict Between Terms

It is further 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.

26. 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.

27. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its

subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

- A. Commercial General Liability Insurance:** Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, 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

“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. 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. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the project. The policy shall be endorsed to have the General Aggregate apply to this Project Only.

- B. Additional Insured Provision:** The City of West Linn, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to

this contract. All Liability Insurance policies will be endorsed to show this additional coverage.

- C. Insurance Carrier Rating: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read “Insurance certificate pertaining to contract for Sunset/Hemlock Waterline Replacement Project. The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary” in the description portion of certificate.

- E. Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.
- F. Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability, policy. .

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Pat Rich, PW Administrative Assistant City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503- 722-5501 Fax: 503- 656-4106
--	---

Such policies or certificates must be delivered prior to commencement of the work. Ten days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

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.

28. Method and Place of Giving Notice, Submitting Bills and Making Payments

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 as follows:

City of West Linn	(Contractor's Name)
Attn: Pat Rich	Attn: (Contract Manager's Name)
22500 Salamo Road West Linn, OR 97068	Address:
Phone: 503- 722-5501	Phone:
Fax: 503-656-4106	Fax:
Email Address: prich@westlinnoregon.gov	Email Address:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. 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.

29. Hazardous Materials

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. 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 Agreement. 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 Agreement.

30. Hazardous Waste

If, as a result of performance of this Agreement, 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.

31. Severability

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

32. Complete Agreement

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, duly passed at the regular meeting held on the _____ day of _____, _____, and the Contractor has executed this agreement on the date herein above first written.

CONTRACTOR

CITY OF WEST LINN

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

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. : _____

BONDING INFORMATION

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

_____ whose address is:

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

_____ doing business at:

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

ATTACHMENTS

2012 STREET TREATMENT LIST

	Streets for Type II Slurry Seal Treatment	
1	Wisteria RD- Tamarisk DR to Dead End	1,816
2	Wisteria Ct- Wisteria RD to cul-de-sac	1,220
3	Oneal Ct- Tamarisk to cul-de-sac	1,420
4	Hall St- Green ST to 140' South of Green ST	548
5	Lois Lane- Barnes Cir. to Rouge Way	888
6	Wellington DR- Fairhaven DR to Beacon Hill DR	6,728
7	Wellington CT- Wellington DR to Cul-de-sac	1,303
8	Edgewood CT- Wellington DR to Cul-de-sac	612
9	Fairhaven DR- start at 3856 Fairhaven DR end at 3817 Fairhaven Dr	6,510
10	Norfolk ST- Fairhaven DR to 160' North	640
11	Sussex ST- Fairhaven DR to 150' North	600
12	Alder CT- Sunset Ave to Private Property	395
13	Clark ST- Skyline DR to Oregon City BLVD	4,925
14	First CT- Wilson ST to McKillican ST	1,663
15	Hammerle ST- Akinson ST to Barclay ST	605
16	Hidden Springs- Rosemont RD to Suncrest DR	2,404
17	Hunter CT- Carriage Way to cul-de-sac	1,048
18	Ridge Brook DR- Suncrest DR to Suncrest DR	3,803
19	Bluegrass Way- Hidden Springs to Carriage Way	3,640
20	Carriage Way- Hidden Springs Rd to 2904 Carriage Way	10,717
	Total	51,485
	Street for Type III Slurry Seal Treatment	
21	Willamette Falls Drive (WFD) - HWY 43 to ?	??

Total excluding WFD

51,485