

**Bid Documents**

for the

Paving Projects 2012

**Project #PW 12-05**

**CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON**

**BIDS DUE:** 2:00 PM, Tuesday, April 10th , 2012; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

**BID OPENING:** 2:00 PM, Tuesday, April 10th, 2012; West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

First Tier Subcontractors Disclosure forms shall be submitted not later than 4:00 PM, Tuesday, April 10th, 2012.

**CITY OF WEST LINN**

**Public Works**

**Engineering Division**

22500 Salamo Road

West Linn, Oregon 97068

503 722-5501 FAX 503 656-4106

**PROJECT DOCUMENTS**

**for the**

**2012 Paving Projects**

**Project #PW 12-05**

**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             | Jenni Tan     |
| Councilor             | Mike Jones    |
| City Manager          | Chris Jordan  |
| Public Works Director | Ken Worcester |

**CITY OF WEST LINN**

**Paving Projects 2012**

**Project # PW 12-05**

IN WEST LINN, CLACKAMAS COUNTY, OREGON

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**Paving Projects 2012**  
**Project #PW 12-05**  
**IN WEST LINN, CLACKAMAS COUNTY, OREGON**  
**CITY OF WEST LINN, OREGON**

Sealed bids for the Paving Projects 2012, Project #PW 12-05 in the City of West Linn, Clackamas County, Oregon, will be received by Pat Rich, Engineering Administrative Assistant at City Hall, 22500 Salamo Road, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, Tuesday, April 10th, 2012. Bids received after 2:00 PM will not be considered. First Tier Subcontractors Disclosure forms shall be submitted not later than 4:00 PM, Tuesday, April 10th, 2012. Bids shall be publicly opened and read at 2:00 PM Tuesday, April 10th, 2012. Bids shall be clearly marked "**Paving Projects 2012 Project #PW 12-05**".

The project is a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act, 41 U.S.C. 3141 to 3148.

Work generally consists of making repairs, placing fabric and AC pavement per the approved plan and the City of West Linn Design and Construction Standards.

The contract work must be performed within time period from June 15<sup>th</sup> to August 15<sup>th</sup> 2012 following award; however, once work is commenced on site, all work must be completed and accepted by the City of West Linn within thirty (30) calendar days from commencement of the work on-site but in no case later than August 15<sup>th</sup>, 2011. Delays and extensions of the time may be allowed in accordance with Section 108.06 of the City of West Linn Standard Construction Specifications.

Approximate budget range for this project is \$330,000. Alternatives, if any, will be decided based on the available funds and the lowest bidders.

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 addition cost if mailed. If you wish to receive any possible future addendums for this project, please email [prich@westlinnoregon.gov](mailto: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.

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

Dated this March 5, 2012

Boris Piatski, P.E.  
Project Manager

Publication Date  
Daily Journal of Commerce: March 15, 2012

**Paving Projects 2012**

**Project #PW 12-05**

CITY OF WEST LINN, OREGON

***PROJECT INFORMATION***

**PROJECT QUESTIONS**

Request for more detailed information concerning the project or request for a walk trough may be submitted to:

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

**GENERAL DESCRIPTION**

The Work generally consists of making repairs, placing fabric and paving of existing City streets with AC mix per the City of West Linn Design and Construction Standards.

In accomplishment of this scope, performance of additional and incidental work will be required as called for by the specifications and plans or to be determined on site and be included in the quoted bid and shall be paid based on the unit prices quoted in the bid of the successful bidder.

It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

This is a Fixed Price Lump Sum/unit price type contract. A Schedule of Values (Unit Prices) must be submitted with the bid for use in pricing incidental changes to the contract work (additions or deletions not to exceed thirty (30) percent of the total proposal price to serve as basis for unit changes.

Estimated quantities for each bid item shall be shown in the bid.

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

Must be performed within the period from June 15<sup>th</sup> to August 15<sup>th</sup> 2012 following award; however, once work is commenced on site, all work must be completed and accepted by the City of West Linn within thirty (30) calendar days from commencement of the work on-site but in no case later than August 15<sup>th</sup>, 2011. Delays and extensions of the time may be allowed in accordance with Section 108.06 of the City of West Linn Standard Construction Specifications.

**LIQUIDATED DAMAGES** The Contractor agrees that the "Time of Completion" is defined in the Bid and is August 15<sup>th</sup> 2012, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amount of those damages will be difficult to ascertain. Contractor and City agree that a reasonable amount of damages for late completion is **\$500.00 (Five hundred dollars)** per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to **\$1,000 (One Thousand Dollars)** per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages and agrees that they are not imposed as a penalty.

**BID SECURITY** Bids must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

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

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

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

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

**RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR** At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a three-year period of expanding experience. Said experience must be with products, similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on form provided in the bid 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 contain and confirm the required experience information.

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

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

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

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

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

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

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

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

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

**FIRST TIER SUBCONTRACTOR DISCLOSURE** If a bid for the project is greater than \$100,000, within two working hours of the date and time the bids are due, the Bidder must submit a written disclosure of the names, addresses, Construction Contractor's Board Number, if applicable, and amount of subcontract for all first-tier subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid or \$15,000, whichever is greater, and the describe the Work that each Subcontractor will perform.

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

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

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



**AWARD OR REJECTION** The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications.

As required by ORS 279A.120, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidder's in the bidder's home state. The City reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of opening thereof. The acceptance of a bid will be by notice in writing, mailed or delivered to the office designated in the Bid. The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding by the City that it is in the public interest to do so.

**ADDENDA** Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract. Addenda will be handled as follows: 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 contract is executed upon signature of the contract document by both the City Manager and the Contractor's representative authorized to sign the contract.

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

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

**RESPONSIBILITY OF PUBLIC AGENCY (CITY OF WEST LINN)** 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 as provided for in this contract.

**CHANGES** City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of City by Contractor of the notification of change, or the claim shall be deemed waived by contractor. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a written Change Order is executed

by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

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

**PAYMENTS** The City will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and Engineer. Progress payments may be submitted monthly to the City project manager. Projects lasting less than thirty (30) days in duration will not receive progress payments. If the City is notified that payment has not been made for labor or materials invoiced to the City, the City may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full. Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services.

**FINAL PAYMENT:** The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within ten (10) working days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

Upon acceptance by the City, the entire balance due to the Contractor, including the retained percentage, shall be paid to the Contractor, by the City within thirty (30) days after the date of said final acceptance.

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, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

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

**WATER SUPPLY** The Contractor shall be responsible for providing for all water necessary for this project. The City of West Linn is the purveyor of water in this area. A locked water supply hydrant is available to contractors at 2042 8<sup>th</sup> 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 Engineer.

**SPECIAL SPECIFICATIONS**

# Paving Projects 2012

Project #PW 12-05

CITY OF WEST LINN, OREGON

## ***SPECIAL SPECIFICATIONS***

### **GENERAL INFORMATION**

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

Contact the following organizations before excavating in any area:

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

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

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

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

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

**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. Traffic control plan shall be submitted and approved three (3) weeks prior to beginning work with all the required signs to be installed at least two (2) weeks 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.

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

Monday through Friday - 7:00 am to 7:00 pm,  
Saturday – 8:00 am to 5:00 pm,

**MATERIAL SUBMITTALS:** The Contractor is responsible for submitting information to the City Project Manager for approval on all construction materials. The City will allow using of the Recycled Asphalt Product (RAP) per Section 00745.03 of the 2008 Oregon Department of Transportation Standard Specifications with no more than thirty percent (30%) RAP will be allowed in the base courses (Class B) and no more than twenty percent (20%) RAP will be allowed in the wearing courses.

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

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

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

**PAYMENT OF MINIMUM WAGE RATE:** The contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840 shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.815 are hereby incorporated into these Specifications. The contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201 or online at [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

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

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

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

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

**OSHA:** During performance of the contract, the contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act (OSHA) and the standards and regulations issued thereunder. The contractor shall further agree to hold the City, its employees, agents, City Councilors, and assigns harmless and free from liability for failure to comply with said standards and regulations. It shall be the sole responsibility of the contractor or vendor to remain familiar with said standards and regulations and maintain their enforcement.

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

**EXISTING UNDERGROUND UTILITIES:** There are existing underground utilities in the project area. There may be conflicts between existing utilities and the planned improvements. The City Project Manager and the contractor shall cooperate as necessary to make adjustments to successfully construct the project. Minor adjustments will be considered incidental to the project, and will be included under unit price items. Significant added costs will be covered under extra work or other payment method as may be agreed upon between the contractor and City Project Manager.

**TRAFFIC CONTROL:** The contractor is solely responsible for providing for public traffic safety during the construction work. A traffic plan shall be developed by the contractor and submitted to the City Engineer for approval prior to commencement of any work. The contractor shall maintain safe conditions for pedestrian and vehicular traffic.

**All work shall be conducted strictly per the City of West Linn Construction Standards.  
All backfill in the public Right of Way shall be approved granular backfill or CDF.  
Upon completion, the work shall be accepted by the City of West Linn.**

## **Bid item Descriptions**

Project Bid consists of two tables that represent two parts of the Project. One is a section of Rosemont Road between Santa Anita Drive and Hidden Springs Road. Another is a set of local streets as indicated on the plans and specifications. Both tables shall be summarized on the line **Total**. Bid Items 1, 2, 3, 9 and 15 shall cover entire project and apply to both tables. Bid Items 6 and 14 are similar in description, but the amount of required rock base and AC pavement is different and, consequently, price may be different. Bid Items 7 and 11 have the same description with the width of the fabric being the only difference. Width for the Rosemont Road shall be 12' and for local streets shall be 10'. Price per square foot may vary and will be based on the specified width. Bid Items 8 and 16 have the same description but, based on the different volume of work and locations, may be different.

#### **BID ITEM 1 - MOBILIZATION/DEMOBILIZATION**

Payment for mobilization/demobilization will be made as a portion of the lump sum price. The bid item for mobilization/demobilization shall not exceed **ten percent (10%)** of the total of all bid items not including Mobilization/Demobilization. The actual payment amount for "Mobilization/Demobilization" included in partial payments will be determined as follows:

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

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

#### **BID ITEM 2 - TRAFFIC CONTROL**

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

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

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

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

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

**The Contractor shall post temporary signs stating "STREET WORK (date), EXPECT DELAYS"** a distance of 200 feet from each end of each street a minimum of 72 hours in advance of the work.

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



**BID ITEM 3 – DUST, EROSION, SEDIMENTATION CONTROL**

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

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

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

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

**BID ITEM 4 – GRINDING. Grinding and removal of existing AC pavement 4 foot wide for connection to existing pavement or curb.** Payment for this item shall be made at the price per square foot completed as set forth in the Bidder’s Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

This work shall consist of grinding of existing asphalt concrete pavement from a depth of 2” to 0” at 4 foot wide as will be marked by the City for connection to existing curb and to existing street pavement, and as specified in these special provisions. Attention is directed to Section 00620, "Cold Plane Pavement Removal," of the ODOT Standard Specifications.

Grinding shall be performed with abrasive grinding equipment. Ground surfaces shall not be smooth and polished. Residue from grinding operations shall be picked up by means of a vacuum attached to the grinding machine and shall not be allowed to flow across the pavement nor be left on the surface of the pavement. The noise level created by the grinding operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The contract price paid per square foot for grinding asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in grinding the asphalt concrete pavement including removing and disposing of residue, as shown on the plans, as specified in ODOT Standard Specifications, in these special provisions and as directed by the Project Manager and complete clean up. The same general rules will apply if Contractor chooses to use sawcut and AC removal by backhoe or other means.

Additional sawcuts to straighten edge of pavement for connection to existing pavement or for any other reason will be considered incidental for this bid item.

**BID ITEM 5 – PAVEMENT REPAIR** Payment for this item shall be made at the price per square foot as set forth in the Bidder’s Bid. The dollar amount paid will be equal to the amount of those measures actually implemented and shall be full compensation for all labor, materials, tools, equipment, and all incidental work performed, including removal of existing pavement and grade material, if any, to the depth of 4” min. and plugging the excavated area with 4” of hot mix AC in 2 lifts, as specified in the Standard Specifications and these special provisions.

Existing street pavement will be marked by the City. Pavement and material to be grinded or dug out to the required grade (4” min. deep) and be paved with 4” of hot mix AC in 2 lifts.

A straight, neat cut with a power driven saw shall be made along the marked lines before excavating the pavement. If a grinder is used for the top (wearing) course removal – saw cut may be required to straighten vertical edge if repairs are done for the top lift.

This work shall consist of removal of existing pavement and road base material where applicable and compaction of subgrade material within the designated area to the grade as indicated on the plans. After approval by the City inspector the prepared area shall be paved with 2 lifts of 2" each hot mix AC. The contract price paid per square foot for Road Base Construction shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the dig out of marked by the City areas, placement of AC pavement, including sawcutting and removing of the old pavement, complete in place, as specified in the Standard Specifications and per the City of West Linn Design and Construction Standards and as directed by the Project Manager, and complete clean up.

**BID ITEMS 6 – DIGOUT & REPAIR** Payment for this item shall be made at the price per each square foot installed as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

Existing pavement to be dug out and repaired will be marked out by the City. A straight, neat cut with a power driven saw or Cold Plane grinder shall be made along the marked lines before removing the pavement.

This work shall consist of removal of all existing pavement, including aggregate base where applicable and compaction of subgrade materials within the designated area, as indicated on the plans, placement and compaction of 14" of rock aggregate base material and placement of 4" of HMAC in two (2) lifts. Removal operations shall be performed without damage to the underground utilities and to the existing adjacent pavement. All damage shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The cost of repairing underground utilities or repairing the existing pavement not marked as a dig out shall be done by the Contractor at his expense.

The contract price paid per square foot for Dig-out and Repair shall include full compensation for furnishing all labor, rock, HMAC and other materials, tools, equipment, and incidentals and for doing all the work involved in the dig out and repair of existing pavement, complete in place, including sawcutting and removing the pavement, excavation of the failed subgrade, placement and compaction of new rock base, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

**BID ITEM 7 – FABRIC (PAVEMENT GEOTEXTILE)** Payment for this item shall be made at the price per square foot installed based on roadway square footage as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

This work shall consist of furnishing and placing pavement geotextile fabrics prior to installing the pavement overlay.

The areas to receive geotextile fabrics will be as shown on the plans as "overlay area" and as determined by the Project Manager.

Pavement geotextile shall be in 12-foot wide rolls and shall conform to Section 00350, "Geosynthetic Installation," of ODOT Standard Specifications and these special provisions.

Placement of the fabric shall be per manufacturer specifications.

Prepare the pavement surface on which asphalt sealant is to be applied prior to placing geotextile. Uniformly spray the asphalt sealant at normal application temperature by means of a pressure distributor. Apply at a rate recommended by the geotextile manufacturer.

Geotextile fabrics shall be placed as smoothly as possible to avoid wrinkles. The fabrics shall be broomed to remove air bubbles and make complete contact with the road surface as recommended by the

manufacturer. Longitudinal joints shall be made by overlapping the fabric three to six inches. Transverse joints shall be made by overlapping the fabric six to twelve inches. Additional sealant shall be added to the joints as required.

The contract price paid per square foot for pavement geotextile shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in placement of the geotextile, complete in place, as specified in Standard Specifications and these special provisions and as directed by the Project Manager.

Furnishing and applying asphalt sealant shall be included in the price paid for geotextile fabric for the widths specified.

**BID ITEM 8 – AC PAVEMENT** Payment for this item shall be made at the price per Ton as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented and shall be full compensation for all labor, materials, tools, equipment, compaction testing, and all incidental work performed, including driveways connections, furnishing and applying tack coat, as specified in the Standard Specifications and these special provisions.

This work shall consist of furnishing and placing AC Overlay.

Asphaltic concrete shall be Level 3, ½" dense graded for 2" top course and overlay (Class C) in one 2" lift, as specified in section 00745, "Hot Mixed Asphalt (HMAC)," of ODOT Standard Specifications and these special provisions. Using of RAP materials allowed per Section **00745.03** of the 2008 Oregon Standard Specifications with no more than twenty percent (20%) RAP will be allowed in the wearing courses.

A tack coat of asphaltic emulsion shall be furnished and spray-applied to the vertical surfaces of curb, inlets and saw cut lines where asphalt concrete pavement is to be placed against the existing pavement. The exact rate of application shall be in accordance with manufacturer's specifications.

Sand seal all joints along the existing pavement with hot asphalt tack 4" to 6" wide and cover with clean sand. Re-apply additional sand seal to any edges that are not completely sealed in the first application.

Except where noted or marked, provide transition to match the existing pavement at the beginning and end of all streets as directed by Project Manager. All intersections shall be full depth at the curb extension line and a smooth AC transition shall be provided onto each side street as indicated and as marked on the pavement.

Density tests shall be provided by the Contractor and shall be performed by an independent Certified Oregon Department of Transportation Density Technician and shall be in conformance with Section 505 of the City Design Standards and Standard Specifications. In case of discrepancies, the City Design Standards shall take precedence. The testing shall be performed under the observation of the City representative. The Contractor shall provide the Project Manager with copies of recent proctor tests for the paving material in addition to copies of density tests performed in the field.

The Project Manager may require additional density tests for areas that appear defective in compaction. If the areas are found deficient, the Contractor will be required to bring the areas into conformance with the specifications at the Contractor's expense. Cost for subsequent density tests shall also be borne by the Contractor.

The contract price paid per Ton for 6" AC Pavement shall include full compensation for furnishing all labor, Hot Mix AC and other materials, tools, equipment, and incidentals and for doing all the work involved in the AC pavement complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

**BID ITEM 9 – FORCE ACCOUNT FOR ADDED WORK** Force Account or extra work as directed by the Project Manager. Predetermined amount (\$25,000) set aside for costs and work performed determined by the Project Manager as necessary to complete the project. Costs may be by lump sum, force account, or unit measure as agreed upon by the Contractor and Engineer.

**BID ITEM 10 – PRE LEVEL AC PAVEMENT** Payment for this item shall be made at the price per Ton as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented and shall be full compensation for all labor, materials, tools, equipment, compaction testing, and all incidental work performed, including driveways connections, furnishing and applying tack coat, as specified in the Standard Specifications and these special provisions.

This work shall consist of furnishing and placing AC Pre level course as directed by the City. All applicable requirements from **Bid Item 8** will apply with the exception of density testing, that will be visual and be conducted by the City.

**BID ITEM 11 – FABRIC (PAVEMENT GEOTEXTILE)** See description of Bid Item 7. The only difference between the bid items is width of the fabric, that shall be 12' on Rosemont Road and 10' in this case, on all local streets.

**BID ITEM 12 – WIDE BERM** Payment for this item shall be made at the price per linear foot installed as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

This work shall consist of furnishing and placing AC pavement berm after installing the pavement overlay. Berm dimensions shall be 5' wide and 4" tall. Location shall match existing berm on Falls View Avenue.

The contract price paid per linear foot of wide AC berm shall include full compensation for furnishing all labor, Hot Mix AC and other materials, tools, equipment, and incidentals and for doing all the work involved complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

**BID ITEM 13 – REGULAR BERM** Payment for this item shall be made at the price per linear foot installed as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

This work shall consist of furnishing and placing AC pavement berm after installing the pavement overlay. Standard Berm dimensions shall be approximately 7" wide and 3" tall. Dimensions shall be 10" wide and 2" tall when berm is placed across driveways.

The contract price paid per linear foot of wide AC berm shall include full compensation for furnishing all labor, Hot Mix AC and other materials, tools, equipment, and incidentals and for doing all the work involved complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

**BID ITEM 14 – DIG OUT AND REPAIR** See description of Bid Item 6. One difference is in depth of the rock section that shall be 14" on Rosemont Road and 12' in this case, on all local streets, and another difference is in AC pavement, that shall be 4" in two lifts on Rosemont Road and consist of one 3" lift in this case, on Munger Drive.

**BID ITEM 15 – SEWER/STORM MANHOLE ADJUSTMENT** Payment for this item shall be made at the price per each MH structure adjusted to the final grade as set forth in the Bidder's Bid. The dollar amount paid will be equal to the amount of those utility structures actually implemented. Adjustment manholes to grade, including all equipment

and materials needed for the adjustment, will be measured for payment on a unit basis by actual count of each type of adjustment.

Adjustment of monument boxes, water valves and other utility structures to grade, or pavement adjustment around catch basins, including all equipment and materials needed for the adjustment, will be considered incidental and is not covered by bid items descriptions.

This work shall consist of adjusting manholes to finished grade. The contractor shall test in advance and notify the Project Manager three (3) business days prior to paving, that all materials/equipment used for adjustment of existing utility structures are properly fit. Attention is directed to Section 00490, "Work on Existing Sewers and Structures" of the ODOT Standard Specifications and these special provisions.

The final grade of the pavement surface and the adjusted facilities shall match the finish grade and cross section of the pavement.

The shape and size of the raising devices shall match the existing structures and shall produce an installation which is equal to or better than the existing installation in stability, support, and non-rocking characteristics. Each section of the raising device shall be fastened securely to the existing structures without projections above the surface of the street. Lids that are too low shall be corrected at the contractor's expense. Riser rings shall not be used on water valve boxes.

Catch Basins shall be cleared of old pavement by means of grinding or saw cut and asphalt removal to the required depth of the new pavement at 4' min each way.

**BID ITEM 16 – AC PAVEMENT** Payment for this item shall be made at the price per Ton as set forth in the Bidder's Bid. **See description of Bid Item 8. The only difference between the bid items is total amount of AC, smaller local streets. Price may be different from the Bid Item 8.**

**BID BOND**  
**Project #PW 12-05**

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 Obligee, but shall terminate on acceptance by Obligee.

The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

**IN WITNESS WHEREOF**, the parties hereto have caused this Bond to be executed in \_\_\_\_\_, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
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 12-05**

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 ten percent (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

#### **QUESTIONS?**

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

**BIDS DUE:** 2:00 PM, Tuesday, April 10th , 2012; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

**BID SHEET**  
**Paving Projects 2012**  
**Project No. PW 12-05, Rosemont Road**

| Item # | Description                          | Bid Quantity | Unit  | Unit Price | Total Amount |
|--------|--------------------------------------|--------------|-------|------------|--------------|
| 1      | Mobilization/Demobilization          | 1            | LS    | \$         | \$           |
| 2      | Traffic control                      | 1            | LS    | \$         | \$           |
| 3      | Dust, Erosion, Sedimentation Control | 1            | LS    | \$         | \$           |
| 4      | Grinding                             | 10900        | SQ.F  | \$         | \$           |
| 5      | Pavement Repair                      | 3200         | SQ.F  | \$         | \$           |
| 6      | Dig Out and Repair                   | 8000         | SQ.F  | \$         | \$           |
| 7      | Fabric (Pavement Geotextile)         | 64320        | SQ.F. | \$         | \$           |
| 8      | AC Pavement                          | 1200         | TON   | \$         | \$           |
| 9      | Force Account                        | 1            | LS    | \$25,000   | \$25,000     |

**Maple St., Pine St., Falls View Ave., Hemlock St., Munger Dr.**

| Item # | Description                  | Bid Quantity | Unit | Unit Price | Total Amount |
|--------|------------------------------|--------------|------|------------|--------------|
| 10     | Pre Level AC Pavement        | 115          | Ton  | \$         | \$           |
| 11     | Fabric (Pavement Geotextile) | 31260        | SQ.F | \$         | \$           |
| 12     | Wide Berm                    | 70           | L.F  | \$         | \$           |
| 13     | Regular Berm                 | 340          | L.F  | \$         | \$           |
| 14     | Dig Out and Repair           | 500          | SQ.F | \$         | \$           |
| 15     | MHs                          | 11           | EA   | \$         | \$           |
| 16     | AC Pavement                  | 465          | Ton  | \$         | \$           |
| 17     | Total (both tables)          |              |      |            | \$           |

**DOLLARS**

**BID TOTAL IN WORDS**

**SIGNATURE OF BIDDER**

**TITLE**

## BID ATTACHMENT

The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and numbers. 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  
Paving Projects 2012  
Project #PW 12-05**

**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:

The Work generally consists of making repairs, placing fabric and paving of existing City streets with AC mix per the City of West Linn Design and Construction Standards.

**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](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 Boris Piatski, PE.

**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, Boris Piatski, 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.

**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:

|  |   |
|--|---|
| Boris Piatski, PE<br>City of West Linn<br>22500 Salamo Road<br>West Linn, OR 97068 | Ph: 503- 722-5519<br>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:

|  |  |
|--|--|
| <b>City of West Linn</b>                   | <b>(Contractor's Name)</b>                   |
| Attn: Boris Piatski                        | Attn:  |
| 22500 Salamo Road<br>West Linn, OR 97068   | <b>(Contract Manager's Name)</b><br>Address: |
| Phone: 503- 722-5519                       | Phone:                                       |
| Fax: 503-656-4106                          | Fax:   |
| Email Address: bpiatski@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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: **Paving Projects 2012,**  
**Project #PW 12-05**

**BID CLOSING:** 2:00 PM, Tuesday, April 10th , 2012; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

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

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

| NAME     | DOLLAR VALUE | CATEGORY OF WORK |
|----------|--------------|------------------|
| 1) _____ | \$ _____     | _____            |
| 2) _____ | \$ _____     | _____            |
| 3) _____ | \$ _____     | _____            |
| 4) _____ | \$ _____     | _____            |

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

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_

**THREE YEAR EXPERIENCE RECORD**

Recent projects first

#1 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

#2 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

#3 (Project Name, Location, Contract Cost)

Project description: \_\_\_\_\_

Project completion date: (contract) \_\_\_\_\_ (actual) \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attach additional sheets if needed.

**RECYCLED MATERIALS**

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

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**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:

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whose address is:

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

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doing business at:

---

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

## ATTACHMENTS

**PROJECT PLANS**