

**NOTICE TO CONTRACTORS
INVITATION TO BID
MISCELLANEOUS PAVING SERVICES
FOR
CITY OF WEST LINN, OREGON**

Competitive sealed bids for the annual miscellaneous paving services contract for the City of West Linn, Oregon must be physically received by the West Linn City Hall - Engineering Division, 22500 Salamo Road, West Linn, Oregon 97068 until 2:00 pm local time April 12, 2011, after which time they shall be publicly opened. Faxed and e-mailed bids will not be accepted. Bids shall be clearly marked **“Miscellaneous Paving Services Project #PW1101”**.

The project 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 \$15.00 per set, plus \$5 additional cost if mailed. If you wish to receive any possible future addendums for this project, please email sshroyer@westlinnoregon.gov with your name, address, telephone number, fax and email address or call 503-742-8635 to be placed on the plan holders list.

Questions may be directed to Jeff Randall, Transportation Operations Supervisor, at 503-656-6081, ext. 2103.

All bidders must be pre-qualified with the State of Oregon – Oregon Department of Transportation (ODOT). The apparent low bidder will be required to submit to the City the state-approved pre-qualification application and confirmation letter within five business days after the bid opening.

The hourly rate of wage to be paid workers on this project shall not be less than the minimum wage rate as required by ORS 279C.838 and ORS 279C.840.

The City of West Linn reserves the right to reject any and all bids, waive informalities, or to accept any portion thereof which serves the best interests of the City.

Shauna Shroyer
Administrative Assistant
Public Works Department

Publish: Daily Journal of Commerce, Monday, March 28, 2011

SPECIFICATIONS
MISCELLANEOUS PAVING SERVICES
FOR
CITY OF WEST LINN, OREGON

1. SCOPE:

The purpose of this specification is to secure miscellaneous contract paving services for the City of West Linn. Bidders shall provide lump sum bids for materials, labor, and equipment for patching up to 50 square feet and for berms up to 50 lineal feet. Bidders shall provide a price per square foot for materials, labor, and equipment for patches over 50 square feet. Berms over 50 lineal feet shall be bid by the foot. Paving of speed bumps may be required and costs for speed bumps shall be determined as a part of the work order for such project.

Quantities listed are estimates and are subject to change due to weather, volume of work, etc. Estimated quantities may vary by up to 50% without renegotiation of unit price.

2. GENERAL REQUIREMENTS:

- 2.1** Silence of Specification – The apparent silence of this specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that all work must comply with the West Linn Public Works Design and Construction Standards. Where the Standards are silent, only best commercial practice is to prevail and that only materials of first quality are to be used.
- 2.2** All prices specified in the bids shall be effective April 12, 2011 through April 11, 2012.
- 2.3** All services will be performed for the City of West Linn within or near the city limits of the City of West Linn.
- 2.4** Miscellaneous contract paving includes utility trench patching, minor street repairs and berms. The successful Contractor shall develop a work order for each task or group of tasks performed. The work order shall outline the scope of work, deliverables, key personnel, fee basis (i.e., task, hourly not to exceed, or lump sum), time for completion of the work and estimated expenses.
- 2.5** Paving patches up to 50 square feet and berms up to 50 lineal feet will be prepped for patching by the contractor and done at lump sum. The contractor will be responsible for material clean up and traffic control at the time of patching. Patches will be paved within 2 weeks of notification, and

may not be a full day of work. Patches on major roadways may require patching at time of completion of utility work and will be coordinated between Public Works and the Contractor. Paving information will be faxed to the contractor.

- 2.6** Paving of speed bumps, and patches over 50 square feet will generally be prepped by the City; however, the City may request the Contractor to perform some prep work, on an hourly basis. Paving of speed bumps and patches over 50 square feet will require a minimum 4-person crew to insure productivity. The City will furnish traffic control.
- 2.7** Paving of large patches, berms, speed bumps and street sections will be scheduled by the Transportation Division. The scope of the work will be coordinated between Contractor and the City.
- 2.8** Asphalt is generally standard duty "C" mix as per City and APWA standards. Some special applications may require a modified mix. Asphalt temperature not to be below 240° at time of placement. Temperature not to be below 180° at time of final compaction.
- 2.9** Patches will be paved at a 4" depth, and to be installed in two lifts, unless otherwise directed by the City inspector. All vertical faces of repair must be tacked prior to patching. Sealing and sanding to be done following compaction. City reserves the right to test density at its discretion and will pay for testing. If the density fails to meet the City Standards, the contractor will be required to reimburse the City for the testing, reconstruct the defective work and pay for additional testing as needed to meet the density requirements. Roller size for all patching will be a minimum 3 tons static.
- 2.10** Historically, the yearly average of asphalt acquired under this contract has been 300 tons. This may change, depending on weather and construction trends and is provided for information only and is not to be relied upon on the preparation of unit price cost estimates.
- 2.11** No bid for construction shall be received or considered by the City unless the bidder or proposer is registered with the Construction Contractors Board as required by ORS Chapter 701, or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- 2.12** Work done pursuant to the award of this contract shall be governed by all applicable Oregon public contracting laws, including but not limited to ORS 279A.110, ORS 279C.505, ORS 279C.510, ORS 297C.515, ORS 279C.520, ORS 279C.530, and ORS 279C.800-279C.870.
- 2.13** Payment of minimum wage rate as required by ORS 279C.838 and ORS 279C.840. The hourly rate of wage to be paid workers on this project 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 (BOLI) pursuant to ORS 279C.815 and are hereby incorporated into these Specifications by reference. The contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor and Industries, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201. 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. **Although no work order will exceed \$50,000, the total cost of the work anticipated under this contract will exceed \$50,000. Work performed under this contract shall be considered prevailing wage work as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.815. The wage rate tables are available at the BOLI web site:**

<http://www.boli.state.or.us/BOLI/WHD/PWR/index.shtml>

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 Public Works Transportation Operations Supervisor.

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.

- 2.14** Bids shall be submitted on the form provided by the City. Bid form shall not be altered and only one (1) bid price for each bid item is allowable.
- 2.15** Bids shall be submitted in a sealed envelope, marked on the outside "BID FOR MISCELLANEOUS PAVING SERVICES- PROJECT #PW-11-01" to ensure proper identification and must be physically received by the West Linn Engineering Division, 22500 Salamo Road, West Linn, Oregon 97068 at or before 2:00 pm local time April 12, 2011, after which time they shall be publicly opened. The City shall not be responsible for the proper identification and handling of any bid not submitted in the designated

manner or format to the required delivery point. The City may refuse to accept or may reject any bid or proposal not properly sealed or marked. Faxed or e-mailed bids will not be accepted.

- 2.16** It should be understood by the contractor that if the contractor is unable to provide services within the time specified upon request for services, the City reserves the right to seek additional competitive bids and obtain services from alternate contractors.
- 2.17** The City requires all bidders be pre-qualified with the State of Oregon – Oregon Department of Transportation (ODOT). Pre-qualification application forms may be obtained at the State of Oregon, Purchasing Division, Department of Administrative Services, 1225 Ferry St SE, Salem, OR 97310. <http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Prequalifications.shtml>
Apparent lowest bidder shall submit to the City the state-approved pre-qualification application and confirmation letter within five (5) business days after the bid opening.
- 2.18** 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. Bidder shall also identify whether he/she is a resident Bidder as defined in ORS 279A.120.
- 2.19** At the option of the City, this procurement may be canceled prior to the specified termination date without penalty.

BID
MISCELLANEOUS PAVING SERVICES
FOR
CITY OF WEST LINN, OREGON

TO: City of West Linn
 Engineering Division
 22500 Salamo Road
 West Linn, Oregon 97068

For miscellaneous paving services for the period from April 12, 2011 to April 11, 2012, inclusive.

In compliance with your invitation for competitive bids, and in strict accordance with the bid specifications, the undersigned hereby proposes to furnish and warrant to City of West Linn:

Item	Estimated Number	Unit Price	Lump Sum Item Total*
- Patches up to 50 square feet:	30 patches	\$ _____/ea	\$ _____
- Berms up to 50 lineal feet:	8 berms	\$ _____/ea	\$ _____
- Patches over 50 square feet (includes materials, labor and equipment:	8,200 sf	\$ _____/sf.	\$ _____
- Berms over 50 lineal feet:	1,100 lf	\$ _____/lf.	\$ _____

Total Lump Sum Bid based on Estimated Quantities ** \$ _____
(Numerals)

Total Lump Sum Bid based on Estimated Quantities in words: _

(In writing)

*Lump Sum Item Total = Estimated Number multiplied by Unit Price

**Equals sum of above lump sum item totals.

Additionally, provide a unit price as shown below but this will not be calculated into the evaluation to determine lowest responsive, responsible bidder.

Item	Estimated Number	Unit Price	Lump Sum Item Total
Prep work for patches over 50 square feet (includes labor and equipment)	Unknown	\$ _____ /hr	\$ _____

NAME OF BIDDER: _____
(Corporation, Firm, Individual)

SIGNATURE OF BIDDER: _____

TITLE: _____ DATE: _____

Address to which notices may be delivered:

Telephone: _____

**CONSTRUCTION CONTRACT
CITY OF WEST LINN**

This agreement is entered into on this ____ day of _____, 2011, between the City of West Linn, Oregon, (hereinafter "City") and _____ (hereinafter "Contractor").

1. The Contractor was awarded the annual paving services contract by City after a public bidding process in compliance with ORS Chapter 279C.

2. In addition to this Agreement, the full contract between the City and Contractor includes Work Orders, the Bid Documents for the contract, the West Linn Public Works Design and Construction Standards and Standard Construction Specifications and the 2008 edition of the Oregon Department of Transportation Standard Specifications (collectively, the "Documents"), all of which are incorporated into this Agreement by this reference. The Documents and this Agreement shall be referred to collectively as the "Contract". In the event of an inconsistency, provisions in this Agreement shall prevail over any provision in the Documents, and the provisions in the Contract Documents shall prevail over the Bid Documents and the Standard Construction Documents. Before submitting a bid, Contractor has made a careful examination of the Documents and became fully informed as to the quality and quantity of materials and the character of the work required and has made a careful examination of the location and conditions of the work and the sources of supply for materials. City is not responsible for any loss or unanticipated costs that may be suffered by Contractor as a result of Contractor's failure to acquire full information as to all conditions pertaining to the work to be performed. No oral agreements or representations have been made or relied on in connection with this Contract.

3. Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the completion of each work order, in strict compliance with the Contract.

4. City shall pay Contractor in accordance with unit prices included in the bid submitted by Contractor, a copy of which is attached hereto and labeled as Exhibit "A." The Agreement covers the period beginning April 12, 2011 through April 11, 2012 inclusive. Payment for Contractor's Performance of the contract shall be in accordance with the provisions of the Documents.

5. Work shall be performed pursuant to a work order for each task or group of tasks to be performed. No work will be charged to this Contract without a written work order. The work order shall outline the scope of work, deliverables, key personnel, fee basis (i.e., task, hourly not to exceed, or lump sum), time for completion of the work and estimated expenses. The City Manager or his designee shall execute the work order on behalf of the City.

6. Contractor agrees to contractually bind all subcontractors, if any, to the terms set forth in this Agreement and the Documents.

7. Each worker in each trade or occupation employed in the performance of this Agreement by Contractor or any subcontractor shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Contractor shall comply fully with the applicable provisions of ORS 279C.800 through 279C.870.

8. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half (1.5 times base pay) for all time in excess of 8 hours a day or 40 hours a week in any week when the work week is five consecutive days, for all time in excess of 10 hours a day or 40 hours a week in any week when the work week is four consecutive days, and for all Saturdays and legal holidays specified in ORS 279C.540. Hours of work on the West Linn work sites are governed by West Linn Municipal Code Section 5.487.

9. All work shall be done under the general supervision of the City Street Utility Supervisor, who shall have the authority to inspect all work at any time. The City Street Utility Supervisor shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications, and all questions concerning the acceptable fulfillment of the Contract by Contractor.

10. As required by ORS 279C.825, the City shall pay to the Commissioner of the Bureau of Labor and Industries a fee. The fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon Street #32, Portland, OR 97232.

11. Contractor is an independent contractor and is not an officer, employee or agent of City as those terms are used in ORS 30.265. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from federal Social Security, unemployment insurance, workers' compensation, or the Public Employees' Retirement System, as a result of these contract payments.

12. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations including ORS 279A.110. Contractor shall maintain all valid licenses and certificates required by law. Contractor shall comply with all relevant provisions of the ORS Chapters, and all applicable requirements of ORS 279C.505, ORS 279C.510, ORS 297C.515, ORS 279C.520, ORS 279C.530, and ORS 279C.800-279C.870.

13. This Agreement shall inure to the benefit of and be binding on City and Contractor and their partners, successors, assigns and legal representatives. Neither City nor Contractor may assign, sell, or transfer any interest or obligation under the Contract without the express written consent of the other party. No written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract. Contractor

shall remain liable as between the original parties as if no assignment had occurred. Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project.

14. Contractor agrees to furnish the City evidence of commercial general liability insurance in the amount of not less than \$1,500,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the City, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

15. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required worker's compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 each employee for bodily injury for disease, and \$500,000 each policy limit.

16. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

17. The Contractor agrees to furnish the City evidence of business automobile liability insurance in the amount of not less than \$1,500,000 combined single limit for bodily injury and property damage for the protection of the City, its officers, councilors, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

18. The insurance, other than the professional liability insurance, shall include the City as an additional insured and refer to and support the Contractor's obligation to hold harmless the City, its officers, commissioners and employees. Such insurance shall provide sixty (60) days written notice to the City in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the City under this insurance. The insurance company will provide written notice to the City within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it.

19. Builder's Risk insurance coverage will not be required with this contract.

20. All disputes relating to or arising from this contract, the work to be performed under this Contract, or the negotiations leading to this contract, shall be submitted to binding arbitration by a single arbitrator, using the rules of the Arbitration Service of Portland or similar rules. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs at arbitration, at trial, and on appeal.

21. If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid.

22. Purchases off-contract by other Public Agencies.

- Any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from the contractor under the terms and conditions of this contract.
- The bidder agrees to extend identical pricing to local public agencies for the same terms. Quantities listed in this document reflect the City of West Linn's estimated usage only. **Estimated quantities may vary by up to 50% without renegotiation of unit price.**
- Each contracting agency will execute a separate contract with the successful bidder for its requirements.
- Any bidder, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of this bid to any, and/or all other public agencies.
- Additional costs may be incurred by the successful bidder in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.
- Contractor shall provide information regarding total usage of contract upon request of the City of West Linn.

23. The Contract shall be effective when executed by both parties.

24. Each person signing below represents that he or she has the authority to sign this agreement and to fully bind the principal.

SIGNATURE PAGE TO FOLLOW

CITY OF WEST LINN, AN OREGON MUNICIPALITY

By: _____ Date: _____

CONTRACTOR:

If Sole Proprietor or Partnership:

In witness hereto the undersigned has set his hand this _____ day of _____, 20_____

Signature of Bidder

Title

If Corporation:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20_

Name of Corporation

BY: _____
Title

ATTEST: _____
Secretary

ATTACHMENTS

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. : _____

WARRANTY AND QUALITY OF WORK

The Contractor warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and the work will be of good quality, free from faults and defects and in conformance with the City specifications. Work not so conforming to these standards shall be considered defective.

At its own expense, the Contractor will make good and repair any defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.