

If you wish to receive any possible future addenda for this project, please email [prich@westlinnoregon.gov](mailto:prich@westlinnoregon.gov) with your name, address, phone, fax, and email address or call (503) 722-5501 to be placed on the plan holders list.

**Bid Documents**

for the

Blankenship Road PGE Improvements

**Project #PW0910**

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

**BIDS DUE:** 12:00 PM (noon), Tuesday, December 8, 2009; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

**BID OPENING:** 2:00 PM, Tuesday, December 8, 2009; West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

**CITY OF WEST LINN**

**Public Works  
Engineering Division**

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

**PROJECT DOCUMENTS**

**for the**

**Blankenship Road PGE Improvements**

**Project #PW0910**

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

**THE OFFICIALS OF THE CITY OF WEST LINN**

Mayor	Patti Galle
Council President	Jody Carson
Councilor	Teri Cummings
Councilor	Scott Burgess
Councilor	John Kovash
City Manager	Chris Jordan
Public Works Director	Gene Green

**CITY OF WEST LINN**

**Blankenship Road PGE Improvements**

**Project # PW0910**

IN WEST LINN, CLACKAMAS COUNTY, OREGON

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## **BID DOCUMENTS**

**ADVERTISEMENT FOR BID**  
**Blankenship Road PGE Improvements**  
**Project # PW0910**

IN WEST LINN, CLACKAMAS COUNTY, OREGON

**CITY OF WEST LINN, OREGON**

Sealed bids for the Blankenship Road PGE Project #PW0910 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 12:00 PM (Noon), Tuesday, December 8, 2009. Bids received after 12:00 PM (Noon) will not be considered. First Tier Subcontractors Disclosure forms shall be submitted not later than 2:00 PM, Tuesday, December 8, 2009. Bids shall be publicly opened and read at 2:00 PM Tuesday, December 8, 2009. Bids shall be clearly marked "**Blankenship Road PGE Improvements Project #PW 0910**".

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 approximately 1020 LF of open trench conduit installation per approved PGE and Comcast plans. Installation includes approximately 3100 LF of 2" PVC schedule 40 conduits, 1170 LF of 4" schedule 40 and 820LF of 6" PVC schedule 40 conduits, all elbows shall be PGE-approved fiberglass 90-degree elbows. Also to be installed are two PGE vaults and two Comcast pedestals. The contract work must be completed within two (2) months following award; however, once work is commenced on site, all work must be completed and accepted by the City of West Linn and PGE within thirty (30) days from commencement of the work on-site. The Approximate budget range for this project is \$50,000 - \$100,000. 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.

A mandatory pre-bid site conference will be held November 24, 2009. As noted in the contract documents, interested bidders not attending the mandatory pre-bid conference will not be considered for award.

Bidders for this project must be pre-qualified by completing a pre-qualification application provided with the bid documents. 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 60 days, to delete certain items from the proposal, and to award the contract to the lowest responsive, responsible bidder.

Dated this November 12, 2009

Boris Piatski, P.E., Project Manager

Publication Date

Daily Journal of Commerce: November 18, 2009

## Blankenship Road PGE Improvements

### Project #PW 0910

CITY OF WEST LINN, OREGON

### **PROJECT INFORMATION**

#### **PROJECT QUESTIONS**

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

Boris Piatski  
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 the following items:

For PGE

1. 1170 LF of 4" PVC schedule 40 conduits
2. 820 LF of 6" PVC schedule 40 conduits
3. 1000 LF of 2" PVC schedule 40 conduits.
4. One 5106 PGE Vault
5. One 612 PGE Switch Vault

All of the above mentioned materials shall be provided by Contractor.

For Comcast:

1. 525 LF of 4 x 2" PVC conduits
2. 2 Pedestals

Comcast will supply conduits and pedestals.

All required 90 degrees bends shall be matching diameter fiberglass.

Total length of all trenches is approximately 1020 LF, out of which 380 LF are in the AC paved areas, 3 sidewalk crossings. Affected areas shall be restored with 4" AC patch or 4" concrete sidewalk per the City Standards.

All the required materials, labor, safety and traffic control shall be provided by the Contractor (with the exception of conduits and pedestals for Comcast).

Pavement repair:

1. 380 LF of AC trench repair
2. 12 x 4 sidewalk replacement
3. 14 x 4 sidewalk removal only
4. 10 x 5 sidewalk replacement
5. 10 x 5 sidewalk replacement

In accomplishment of this scope, performance of additional and incidental work as called for by the specifications and plans or to be determined on site will be required 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 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 twenty (20) 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.

**PRE-BID CONFERENCE** A **mandatory** pre-bid conference will be held on the November 24<sup>th</sup>, 2009, at 2:00 p.m. on site, located at intersection of 13<sup>th</sup> and Blankenship Road., West Linn, OR. No statement made by City's agents at such meeting not otherwise provided herein shall be binding on City unless confirmed by written addendum. Contractors failing to attend the mandatory pre-bid conference will not be considered for contract award.

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

The contract work must be completed within two (2) months following award; however, once work is commenced on site, all work must be completed and accepted within thirty (30) calendar days from commencement of the work on-site.

Delays and extensions of the time may be allowed in accordance with section 108.06 of the City of West Linn Standard Construction Specifications.

**LIQUIDATED DAMAGES** The Contractor agrees that the "Time of Completion" is defined in the Bid and is two (2) months from date of contract award, 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 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 with underground utility 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 3-year period of expanding experience. Said experience must be with products, similar to that specified in this contract. Experience must include projects of a similar size and scope of work 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 and AWWA 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. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

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

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

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

**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. Should the City have sufficient funding and desire alternates, the contract will be awarded the alternates selected by the City in the City's discretion.

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 3 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 30 days after the date of said final acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within three (3) working days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the three (3) working 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, 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 except for filling and testing of the new water line. 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**

# Blankenship Road PGE Improvements

**Project #PW 0910**

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, PGE 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** 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 – 9:00 am to 5:00 pm,  
Sunday and Holidays - no work is permitted

**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 30% RAP will be allowed in the base courses (Class B) and no more than 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 PGE rules and specifications and 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 PGE, Comcast and the City of West Linn.**

## **Bid item Descriptions**

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

Payment for mobilization/demobilization will be made as a portion of the lump sum price, proportionally equal to the completed amount of work. 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:

50% of the mobilization/demobilization lump sum item will be paid with the first payment request; another 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 similar to Bid item#1.

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 10 minutes while routing through the construction site. The total hour of 10-minute delays shall not exceed 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 this item shall be made similar to Bid items #1 and 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 - 2 PGE VAULTS INSTALLATION**

Payment for those items shall be made at the lump sum price for installation of 2 PGE vaults per PGE plan and specifications, adjusted to the final grade as set forth in the Bidder's Bid. Adjustment of the PGE vaults to grade, including all equipment and materials needed for the adjustment.

This work shall consist of installation of 2 PGE utility structures per plan and to finished grade. The contractor shall check in advance and notify the Project Manager one (1) business day prior to backfill, 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 sidewalk surface and the adjusted facilities shall match.

The contract price paid as a lump sum for 2 PGE vaults installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the dig out and installation of the 2 vaults, complete in place, including sawcutting, excavation and removing the excess material, as indicated on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

#### **BID ITEM 5 - 2 COMCAST PEDESTALS INSTALLATION**

Payment for this item shall be made similar to Bid item #4 at the Lump Sum price as set forth in the Bidder's Bid.

This work shall consist of installation of 2 Comcast utility structures per plan and to finished grade. The contractor shall check in advance and notify the Project Manager one (1) business day prior to backfill, 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 adjusted facilities shall match existing grade.

The contract price paid as a lump sum for 2 Comcast pedestals installation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the dig out and installation of the 2 pedestals, complete in place, including excavation and removing the excess material, as indicated on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

#### **BID ITEMS 6, 7 AND 8 – 2" CONDUITS INSTALLATION, 4" CONDUITS INSTALLATION, 6" CONDUITS INSTALLATION**

Payment for those items shall be made at the price per each 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.

Trench shall be excavated per route that 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 when work is in the paved areas before removing the pavement.

This work shall consist of trench excavation, including pavement and aggregate base where applicable within the designated area to the depth as indicated on the plans; installation of required diameter PVC Schedule 40 conduits with fiberglass "elbow" bends per approved PGE and Comcast drawing and per PGE and Comcast specifications including connections to the vaults and pedestals and inside string installation for future wire pull in.

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 linear foot of conduit shall include full compensation for furnishing all materials ( excluding Comcast providing conduits and pedestals ) , labor, tools, equipment, and incidentals and for doing all the work involved in the dig out and installation of the conduits, complete in place, including sawcutting and removing the pavement, backfill with sand and ¾"-0 compacted per PGE specification, as specified in the Standard Specifications and these special provisions, and as directed by the Project Manager and complete clean up.

**BID ITEM 9— AC PAVEMENT RESTORATION IN 2 X 2" LIFTS** 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 furnishing and applying tack coat, as specified in the Standard Specifications and these special provisions.

This work shall consist of furnishing and placing AC pavement restoration:

Asphaltic concrete shall be Level 3, ½" dense graded for top course and overlays (Class C) 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 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.

Density tests shall be provided by the Contractor **in case the City will find applying compaction efforts substandard** and shall be performed by a 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 City Project Manager with copies of recent proctor tests for the paving material in addition to copies of density tests performed in the field.

The City 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.

**BID ITEM 10 – 4” CONCRETE SIDEWALK RESTORATION** Payment for this item shall be made at the price per each square foot installed as set forth in the Bidder’s Bid. The dollar amount paid will be equal to the amount of those measures actually implemented.

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

This work shall consist of removal of the marked existing sidewalk, including aggregate base where applicable; backfill with 3/4” – 0 rock and compaction, installing forms to match existing sidewalk pattern and existing grade, removal of the forms and clean up.

The contract price paid per square foot for 4” Concrete Sidewalk Repair shall include full compensation for furnishing all labor, concrete and other materials, tools, equipment, and incidentals and for doing all the work involved in the repair of existing sidewalks, complete in place, including sawcutting and removing the concrete, as indicated on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Project Manager and complete clean up.

**BID ITEM 11 – CURB AND GUTTER RESTORATION** 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 forms and concrete and replacement of the damaged existing curb prior to installing pavement overlay of the trench.

The areas to replace curb will be as shown on the plans and as determined by the City Project Manager.

New curb shall be installed per the City Construction Standards.

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

**BID ITEM 12 – FORCE ACCOUNT FOR ADDED WORK** Force Account or extra work as directed by the City Project Manager. Predetermined amount (\$20,000) set aside for costs and work performed determined by the City 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 BOND**  
**Project #PW 0910**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ /  
hereinafter called the Principal, and

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

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

\_\_\_\_\_ Dollars

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

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

**BID**

**Base Bid For Blankenship Rd. PGE Improvement**

<b>Item#</b>	<b>Description</b>	<b>Bid Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Mobilization/Demobilization	1	LS		\$
2	Traffic control	1	LS	-	\$
3	Dust, Erosion, Sedimentation Control	1	LS	-	\$
4	2 PGE Vaults installation	1	LS	-	\$
5	2 Comcast Pedestals Installation	1	LS	-	\$
6	2" Conduits installation	3100	LF	\$	\$
7	4" Conduits installation	1170	LF	\$	\$
8	6" Conduits installation	820	LF	\$	\$
9	4" AC Pavement Restoration in 2x2" lifts	2000	SQ.F.	\$	\$
10	4" Concrete Sidewalk Restoration	200	SQ.F.	\$	\$
11	Curb and Gutter restoration	17	LF	\$	\$
12	Force Account For Added Work	1	LS	-	\$ 20,000.00
13				-	
14	<b>Total</b>				\$

**DOLLARS**

**BID TOTAL IN WORDS**

**SIGNATURE OF BIDDER**

**TITLE**

## **BID CHECKLIST**

### **Project # PW0910**

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

#### **BID**

- ✕ Familiar with conditions of work and documents
- ✕ All bid items entered in WORDS AND NUMBERS
- ✕ All bids, including Base Bid, Additive Accumulation Bids (if any) and Attachments shall be filled out.
- ✕ Base Bid and Additive Accumulation Bids (if any) shall be signed by authorized representative with Title shown
- ✕ All blank spaces filled in
- ✕ Copies of addenda attached and SIGNED (if any)
- ✕ Registered with Construction Contractors Board, and license number noted
- ✕ Resident Bidder statement completed
- ✕ Written clarification MAY be attached
- ✕ Certified check or bid bond in the amount of 10% of Base Bid Total bid
- ✕ Contract Agreement signed and enclosed.
- ✕ Bid SEALED and SIGNED.
- ✕ Pre-qualification submitted with or prior to bid submission

#### **PROJECT NOTES:**

Workers Comp Insurance

Prevailing Wage Rate

#### **QUESTIONS?**

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

**BIDS DUE: 12:00 PM, Tuesday, December 8, 2009**  
**City Hall, 22500 Salamo Road, West Linn, OR 97068**

**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 figures. In case of discrepancy, the amount shown in words shall govern.

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

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

\_\_\_\_\_  
whose address is:  
  
\_\_\_\_\_

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

\_\_\_\_\_  
doing business at:  
  
\_\_\_\_\_

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

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

\_\_\_\_\_  
  
\_\_\_\_\_

## Blankenship Road PGE Improvements

Project No. PW0910

### Mandatory Pre-bid Site Visit

By signing this form, bidder acknowledges that he attended pre-bid project site and that the bidder is fully aware of the site conditions before developing a bid proposal for this project.

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Firm Name

---

Firm Representative

---

Date

## CONTRACT FOR CONSTRUCTION SERVICES

1. This Agreement is entered into by and between the City of West Linn, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Contractor", to provide the services described in the attached Exhibit "A", for the 2009 Blankenship Road PGE Improvements, PROJECT # PW0910, hereinafter referred to as "Project", which by this reference is made part of this contract.

The following provisions shall comprise this contract:

2. In addition to this Agreement, the entire Contract between the City and Contractor includes the Bid Documents for the Project, the Contract Documents for the Project, the Proposal Response, 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 for the Project shall prevail over the Bid Documents and the Standard Construction Specifications – West Linn. Before submitting a bid, Contractor 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 the Project, in strict compliance with the Contract.

4. City agrees to compensate Contractor on a fee-for-services basis as outlined in the Proposal, a copy of which is attached hereto and labeled Exhibit "B". This agreement covers the period beginning \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, inclusive. All work on the project shall be completed within \_\_\_\_\_ days of the date of the Field Mobilization as defined in the Standard Construction Specifications – West Linn and \_\_\_\_\_ days of the Written Notice to Proceed. In the event that the work is not completed on time, Contractor agrees to pay City liquidated damages as provided in Section 108.85 of the Standard Construction Specifications – West Linn. Contractor further agrees that the liquidated damage amounts set out in the Standard Construction Specifications – West Linn are reasonable estimates of the damages resulting from delay of this Project and that it would be difficult or impractical to accurately calculate actual damages. Contractor agrees that liquidated damages shall not be assessed as a penalty.

5. Contractor agrees to contractually bind every subcontractor to the terms set forth in this Agreement and the Documents as set forth in Section 2, above.

6. Contractor shall file with the City both performance and payment bonds in the full amount of the contract price at the time of execution of the contract. 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. Contractor shall also have on file with the Construction Contractor's Board a public works bond in the amount of \$30,000, as required by ORS 279C.836.

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 and all subcontractors shall comply fully with the applicable provisions of ORS 279C.800 to 279C.870.

8. Work shall be performed in accordance with a schedule prepared by Contractor and approved by the City. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. City shall pay each undisputed invoice and any undisputed portion of a disputed invoice within 15 days of receipt, but withhold retainage as provided in paragraph B of this section. The guaranteed maximum compensation authorized under this contract shall be

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A. Invoices from Contractor shall separate the total charges into three categories. One category shall be the amounts paid to subcontractors and suppliers. The second category shall be a portion of the scheduled management fee equivalent to the extent of the work performed. The third category shall be the amount of Contractor's directly supplied services. Contractor shall provide the following documentation with each invoice:

I. Copies of invoices from each subcontractor and supplier for which payment is sought.

II. Proof of payment of all invoices from subcontractors and suppliers from the previous month.

B. City may withhold 5 percent of each invoice as retainage to ensure completion of the contract. All amounts withheld as retainage shall be paid within 30 days of final acceptance by City of the work. For purposes of this section, the "work" includes completion of all construction and related activities. In the event that Contractor does not complete the work, City may apply any amounts retained towards completion of the work and shall not be obligated to make any additional payments.

C. In the event that the total amount of all invoices from Contractor to the City totals less than the Guaranteed Maximum Price, the total price of the contract shall be the total amount of all invoices. Contractor, having guaranteed the maximum price, shall not submit invoices that total more than the guaranteed maximum price.

9. Contractor's responsibilities as Construction Manager/General Contractor include using value engineering and other construction management practices to reduce the overall cost to the City.

A. Any costs saved as a result of value engineering and other construction management practices shall be to the sole benefit of the City. Contractor's compensation as set forth in this agreement is in part based on Contractor's ability to reduce overall costs, and Contractor is not entitled to further compensation as a result of any cost savings.

B. On completion of construction, Contractor shall provide documentation to the City of amounts saved through value engineering and other construction management practices.

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. 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.

12. The Contract Administrator for the Project shall be \_\_\_\_\_. All work shall be done under the oversight of the Contract Administrator, who shall have the authority to inspect all work on the project at any time. The Contract Administrator 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.

13. 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 these contract payments of federal Social Security, unemployment insurance, workers' compensation or the Public Employee's Retirement System.

14. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required 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.

15. This Agreement shall benefit and bind the 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.

16. Contractor agrees to furnish the City evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$1,000,000 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.

17. 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 disease each employee, and \$500,000 each policy limit.

18. 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.

19. The Contractor agrees to furnish the City evidence of business automobile liability insurance in the amount of not less than \$1,000,000 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.

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

21. 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.

22. All disputes relating to or arising from this contract, the works 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.

23. 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.

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

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

CITY OF WEST LINN, AN OREGON MUNICIPALITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tax I.D. \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

City Attorney



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

Blankenship Road PGE Improvements, PROJECT, PW0910

**BID #:** \_\_\_\_\_ **BID CLOSING: Date:** December 8, 2009 **Time:** 12:00 PM

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

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

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

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

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:

---

doing business at:

---

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

## **ATTACHMENTS**

## INSURANCE REQUIREMENTS

Project Name: \_\_\_\_\_

**The contractor should have the following insurance per Section 107.06 of the West Linn Public Works Standard Construction Specifications reproduced below:**

### 107.06 INSURANCE

#### A. General

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the contract price.

2. Prior to execution by the City and before commencing work under this Contract, Contractor shall furnish the City Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

"The insurance covered by this certificate will not be canceled or materially reduced, except after 30 days written notice has been received by the City."

3. In case of the breach of any provision of this Article, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

#### B. Review and Approval of Insurance

The Contractor shall not commence work under this Contract nor allow any subcontractor to commence work on a subcontract until [it] the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Attorney. All policies or insurance and certificates of insurance shall be satisfactory to the City. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

#### C. Workers' Compensation, the Federal Longshoremens' and Harborworkers' Act and the Federal Jones Act

1. The Contractor shall provide and shall require all subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide work under this Contract. The Contractor shall be required to assure

that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:

- a. a carrier-insured employer; or
- b. a self-insured employer as provided by ORS 656.407.

In addition to the statutory benefits outlined above, the Contractor and all subcontractors shall provide employers' liability insurance with limits of not less than:

- \$100,000 each accident for bodily injury by accident
- \$100,000 each employee for bodily injury for disease
- \$500,000 policy limit for bodily injury by disease

2. Evidence of such coverage, including the guarantee or warranty period, shall be filed with the City and maintained for the duration of the Contract.

3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

4. Where work under this Contract is subject to the Federal Longshoremens' and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

#### D. General Liability and Automobile Liability

1. The Contractor shall provide a general liability policy that provides coverage for bodily injury including personal injury and property damage liability insurance and automobile liability insurance. Such insurance must protect the Contractor, the City, and their officers and employees from all things or damage which may arise out of this Contract or in connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions against Public Bodies, but in no event less than the following limits of liability:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 product and completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 combined single limit automobile liability for owned, non-owned, and hired automobiles.

The policy shall contain an endorsement that the aggregate applies separately to this Contract.

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at City's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.

3. The City of West Linn, its officers, agents, and employees, shall be named additional insureds in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Owners, Lessees, or Contractors (Form A) or its equivalent.

The policy shall also provide for a Cross Liability Endorsement or Separation of Insureds Endorsement.

The policy shall be endorsed to provide an AMENDMENT - AGGREGATE LIMITS OF INSURANCE (per project) specifying that a separate aggregate limit of liability applies to this Contract.

If there are insufficient insurance proceeds and assets of the Contractor to fully indemnify the City of West Linn, its officers, employees, agents, and the City Engineer, then the City, its officers, employees, and agents would be indemnified first with any remaining insurance proceeds and assets to be used to indemnify the City Engineer.

4. If set forth in the Special Specifications, additional insureds may be the City's consultant, engineer, other governmental bodies with jurisdiction in the area involved in the project, and their officers and employees and such agents as may be specified.

#### E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:
  - a. Refer claim to the Contractor's insurance carrier or claims administrator.
  - b. Contractor's insurer will copy City on acknowledgment of claim.
  - c. Contractor's insurer will copy City on notice to claimant of disposition of claim.

#### F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the City prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

## PROJECT PLANS

1. PGE Plan dated 2/9/2009
2. Comcast Plan

