

BID DOCUMENTS
SW TICHENOR STREET PAVEMENT OVERLAY
CITY OF CLATSKANIE
COLUMBIA COUNTY, OREGON

JUNE 2022

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NOTICE TO CONTRACTORS

Sealed bids for the City of Clatskanie, **SW TICHENOR STREET Pavement Overlay**, will be received by the City of Clatskanie until 3:00 PM, June 23, 2022. Bids shall be addressed to Mr. Greg Hinkelman, City Manager, 75 South Nehalem Street, P.O. Box 9, Clatskanie, OR 97016. At 3:00 PM. Bids will be opened and read aloud in the City Hall Council Chambers, Clatskanie, OR.

The project consists generally of selected areas of asphalt grinding and repair and pavement overlay on SW TICHENOR STREET for the City of Clatskanie, in Columbia County, Oregon. Plans and specifications are available for review at the City of Clatskanie's administrative offices, located at 75 South Nehalem Street, Clatskanie, Oregon 97016, telephone number: (503) 728-2622. No bids shall be considered unless the Bidder is registered with the Construction Contractors Board as required by ORS 671.530.

To be considered, bids must follow bidding instructions including but not limited to completion of bidding forms provided and accompanied by a 10% bid security in favor of the City of Clatskanie. Each bidder must indicate in the space provided on the Bid Proposal whether they are a Resident or Non-Resident Bidder, pursuant to ORS 270.029. The successful bidder will be required to possess a current Clatskanie City Business License before finalizing the Contract Agreement with the City.

No bid shall be received or considered unless the bid contains a statement by the Bidder that the provisions of ORS 279.350 and Oregon Prevailing Wage Rates will be complied with if the amount of the bid equals or exceeds \$50,000. Oregon prevailing wage rates, published by the Oregon Bureau of Labor and Industries, are available on-line at www.oregon.gov/BOLI. **Within two (2) working hours after the date and time of the bid opening, the bidder shall submit to the City of Clatskanie a disclosure of the first tier subcontractors, pursuant to ORS 279C.370. Failure to submit the first-tier subcontractor list will constitute a non-responsive bid. If there is no first-tier subcontractors mark "NONE" on the submittal.**

The City of Clatskanie reserves the right to reject any or all bids not in compliance with all prescribed bidding procedures and requirements, may reject for good cause any and all bids upon a finding of the agency it is in the public interest to do so, and may waive all informalities. No bidder may withdraw or modify his bid prior to the lapse of thirty (30) days after the bid opening.

INSTRUCTIONS TO BIDDERS

1. Article 1 – Defined Terms

Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (2007 edition), have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to the Bidder. The term “Successful Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER’S evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement or Notice To Contractors, Instructions To Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Article 2 – Copies Of Bidding Documents

- a. Complete sets of Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Notice To Contractors may be obtained from the City of Clatskanie (OWNER)
- b. Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Article 3 – Qualifications Of Bidders

Project bidders must have experience as a General Contractor, in the construction of pavement structures, including asphalt grinding and Asphalt Concrete Pavement (ACP) overlays.

4. Article 4 – Examination Of Contract Documents And Site

- a. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.
- b. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and

OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.02 and 4.03 of the General Conditions.
- d. Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- e. On request, in advance, OWNER will provide each bidder access to the site to conduct such explorations and tests, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- f. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other land designated for use by the CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents.
- g. The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work to complete the project.

5. Article 5 – Interpretations And Addenda

- a. All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- b. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER and ENGINEER.

6. Article 6 – Bid Security

- a. Bid Security in the amount of ten percent (10%) of the Base Bid must accompany each Bid Proposal. Bid Security may be in the form of a surety bond, cashier's check, or certified check, but if it is a surety bond, it will comply with the requirements of Paragraph 5.01 of the General Conditions. If a surety bond is submitted as Bid Security, it shall be written on **AIA Document A310**, Bid Bond, or similar instrument and the attorney-in-fact who executes the bond shall affix to the bond a current copy of his power of attorney.
- b. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of the Bidder will be forfeited. The Bid Security of other Bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the thirty-first (31st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security and Bids which are not competitive, will be returned within seven (7) days after the Bid opening.

7. Article 7 – Contract Time

The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

8. Article 8 – Liquidated Damages

Provision for liquidated damages, if any, are set forth in the Agreement.

9. Article 9 - Substituting “Or Equal” Items

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. All materials and equipment shall be as specified “or equal”, without regard to the presence or lack of “or equal” verbiage in the specific specification.

No material or equipment will be considered “or equal” unless written request for approval has been submitted by the Bidder, Manufacturer, Manufacturer's Representative or Supplier and has been received by the ENGINEER at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be considered an “or equal”

and a complete description of the proposed item, including drawings, cuts, performance and test data, and any other information necessary for an evaluation. The request for approval shall also include a complete description of how the proposed item deviates from the Technical Specifications. A statement setting forth any changes in other materials, equipment, or Work that incorporation of the “or equal” item would require shall be included.

The burden of proof of the merit of the proposed “or equal” item is upon the individual who provides the written request. The ENGINEER’S decision of approval or disapproval of any material or equipment to be considered an “or equal” shall be final. If ENGINEER approves any material or equipment to be considered an “or equal”, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

Approval of material or equipment to be considered an “or equal” shall allow the CONTRACTOR to propose the use of said material or equipment in accordance with Paragraph 6.05 of the General Conditions.

10. Article 10 - Subcontractors, Suppliers, And Others

- a. The OWNER requires the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish principal items of material and equipment) to be submitted to OWNER in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested, shall, within two (2) hours after the Bid opening, submit to the OWNER a list of all first-tier Subcontractors, pursuant to ORS 279C.370. Within seven (7) days after the bid opening, the apparent Successful Bidder and any other Bidder so requested, shall submit to OWNER a list of Suppliers and other persons or organizations proposed for those portions of the Work for which identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification of each such Supplier and other persons or organizations if requested by OWNER.
- b. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, or other persons and organizations, may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute, in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder’s bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons or organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.
- c. Any Subcontractor, Supplier, or other persons or organizations listed and to whom OWNER or ENGINEER does not make written objection prior to giving the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of

such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06B of the General Conditions.

11. Article 11 – Bid Form

- a. The Bid Form is included with the Bidding Documents; additional copies may be obtained from ENGINEER (or the issuing office).
- b. Bid Forms must be completed in ink.
- c. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- e. All names must be typed or printed below the signature.
- f. The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled on the Bid Form).
- g. The address and telephone number for communications regarding the Bid must be shown.

12. Article 12 – Submission of Bids

To be responsive, bids shall be submitted at the time and place identified in the NOTICE TO CONTRACTORS, be executed as detailed in these Instructions To Bidders, and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it.

13. Article 13 – Modification And Withdrawal Of Bids

- 13.1 Bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of the Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned.

Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Article 14 – Opening Of Bids

Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) may be available to Bidders after the opening of the Bids.

15. Article 15 - Bids To Remain Subject To Acceptance

All bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. Article 16 – Award Of Contract

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder. Bids, which are considered to be nonconforming, non-responsive, unbalanced, or conditional, will be rejected. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.

OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

- 16.5 If the contract is to be awarded, the award will be based upon the lowest responsive/responsible bid for the total of the Basic Bid and such alternates that in the sole judgment of the OWNER will best serve its interests.
- 16.6 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) days after the Bid opening.

17. Article 17 – Contract Security

Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract and the payment of all obligations arising there under, each in an amount equal to 100 percent of the Contract Sum. The cost of furnishing such bonds shall be included in the Bid. The Surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. Such bonds shall comply with the provisions of Paragraph 5.01 of the General Conditions.

18. Article 18 – Signing Of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by three (3), unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven (7) days thereafter, CONTRACTOR shall sign and deliver the counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within seven (7) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

19. Article 19 – Conferences

Either before or after the actual award of the Contract (but in any event prior to the start of Work at the site), the CONTRACTOR or his representative, and his subcontractors, shall attend a Pre-construction Conference with representatives of the OWNER, and the ENGINEER. The Conference will be held for review and acceptance of schedules referred to in Paragraph 2.06 of the General Conditions, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the CONTRACTOR by the OWNER. The CONTRACTOR will notify his subcontractors of the Conference and require their attendance.

20. Article 20 – Identification

- 20.1 The word “OWNER” as used herein refers to the City of Clatskanie, a municipal corporation. The OWNER shall be responsible for actions requested by the ENGINEER, including payment in accordance with the terms of the Contract.
- 20.2 The word “ENGINEER” as used throughout these documents refers to the City of Clatskanie’s Public Works Director/City Engineer or his designee. All correspondence, notifications, and requests of the OWNER by the CONTRACTOR shall be through the ENGINEER.

20.3 The word “CONTRACTOR” refers to the corporation, partnership, or sole proprietorship which enters into a contractual obligation with the OWNER to complete the Work. Subcontractors will not be recognized.

BID PROPOSAL

To: Mayor and City Council
City of Clatskanie
75 South Nehalem Street
P.O. Box 9
Clatskanie, OR 97016

June _____, 2022

The undersigned is a (indicate one):

- Resident Non-resident bidder

as defined by ORS 279.029, structured as (check one of the following and insert information required):

- a. A corporation organized and existing under the laws of the State of _____; or
 b. A partnership registered under the laws of the State of _____; or
 c. An individual doing business under an assumed name and registered under the laws of the State of _____.

The undersigned Bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representative of the OWNER.

The Bidder further declares that: a) he has examined the plans, specifications, and other proposed contract documents; b) he has determined the extent, character, and location of the proposed Work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the Work, and topography of the site of the Work; and c) he has personally inspected the site of the Work and has satisfied himself as to the conditions of the Work and understands the listing of materials included herein is brief and is intended only to associate the said quantities with detailed requirements of the Contract Documents.

The Bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to fabricate and install the items for the project entitled:

CITY OF CLATSKANIE

SW TICHENOR STREET PAVEMENT OVERLAY

and all specified work appurtenant thereto, and in connection with this project for the OWNER within the time limit specified, and in accordance with plans, specifications, and change order documents prepared by the ENGINEER for the sums set forth in the following schedule of prices, it being understood that the unit prices are independent of the exact quantities involved and that they represent a true measure of the labor and materials required to perform the Work.

The Successful Bidder agrees that if this proposal is accepted, Bidder will execute the required documents and supply the required submittal information as specified herein, within the time frames established herein.

The Successful Bidder agrees to be complete with the Work no later than September 15, 2022.

In the event the Successful Bidder fails to achieve final completion of the Work within the time limits specified, liquidated damages shall be paid to the OWNER or deducted from amounts due the CONTRACTOR at the rate of three hundred dollars (\$300.00) per calendar day, until the Work is finally complete as specified herein.

The undersigned hereby proposes to furnish all equipment, material, and labor required to complete all work on the City of Clatskanie project in strict conformance with the requirements of the Contract Documents, as detailed herein for the following pricing:

BID FORM

| <u>Item No. – Description</u> | <u>Quantity -</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|---|-------------------|-------------|------------------|-------------------|
| 1. Mobilization, Bonds, etc. | ALL | LS | | |
| 2. Traffic Control | ALL | LS | | |
| 3. Sidewalk and Curb Removal and Replace Concrete Ramp –Removal and replace with ADA Ramp Redesign and slurry seal of worn sidewalk sections | 525 | SF | | |
| 4. Remove and replace vertical curb | 65 | LF | | |
| 3. Cold Plane Pavement Removal 0 – 2” Transitions (Butt Joints) | 2400 | SY | | |
| 4. HMA 4” Pavement Repair | 37,000 | SF | | |
| 5. Asphalt Concrete Pavement Overlay 2” | 1000 | TON | | |
| 6. Water Valve Box Adjustment | 11 | EA | | |
| 7. Manhole Cover Adjustment | 7 | EA | | |
| 8. Striping – 4” Skip – 400 LF 11 Stop Bars 2 Cross Walks | 1 | LS | | |

TOTAL BID (IN FIGURES): \$ _____

Accompanying herewith is Bid Security, which is equal to ten percent (10%) of the total amount of the bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the OWNER within seven (7) days after receiving the Contract forms, the Contract For Construction.

The undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the Notice To Contractors designed to limit independent bidding or competition; (2) the contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of

the undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the bids; and (3) if awarded the Contract, he will complete the Work within the specified date set forth in the Contract For Construction.

The undersigned certifies that he has duly considered the following Addenda to the specifications:

Addenda No. _____ to Addenda No. _____ inclusive.

The undersigned agrees, if awarded the Contract and the total bid amount is equal to or exceeds \$50,000 that he will comply with the provisions of the Contract Documents and will comply with the provisions of ORS 279.350 and Oregon Prevailing Wage Rates.

NAME OF FIRM: _____

BY: (Signature) _____
If Bid is by a partnership, then one of the partners must sign the Bid.

NAME: _____

ADDRESS: _____

TELEPHONE NO. _____

IF CORPORATION, ATTEST: _____
(Secretary of Corporation)

(SEAL)

CONTRACTOR'S TAX IDENTIFICATION NO.: _____

CONTRACTOR'S BUILDER'S BOARD NO.: _____

CONTRACT FOR CONSTRUCTION

This Agreement is dated as of this _____ - day of _____ in the year 2022 by and between the **City of Clatskanie**, herein after called OWNER, and:

hereinafter called CONTRACTOR)

The OWNER and CONTRACTOR, in consideration of the mutual covenants set forth, agree as follows:

Article 1 – Work

The Contractor shall complete all Work specified or indicated in the Contract Documents:

CITY OF CLATSKANIE

SW TICHENOR STREET PAVEMENT OVERLAY

The Work is generally described as follows:

- Selected areas of surface and base repair.
- Asphalt Concrete Pavement (ACP) installation

Article 2 – Engineer

The Project has been designed by the Clatskanie Public Works Director/City Engineer, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the right and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 – Contract Time

- 3.1 The Work on the Project will be completed no later than September 15, 2022 and ready for payment in accordance with Paragraph 14.07 of the GENERAL CONDITIONS..
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed on the

date specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR, Three Hundred Dollars (\$300.00) for each day that expires after the date specified in Paragraph 3.1 above for completion until the Work is finally complete.

Article 4 – Contract Price

The City shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds by check in an amount totaling:

as shown on the Bid Proposal.

Article 5 – Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 6 – Interest

All monies not paid when due, shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279.

Article 7 – Contractor's Representations

In order to induce the OWNER to enter into this Agreement, CONTRACTOR makes the following representation:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site that may affect cost, progress, or performance of the Work which were relied upon by the ENGINEER in the preparation of the plans and specifications and which have been identified in the Supplementary General Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests of such reports and related data in addition to those referred to in Paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and the conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR.

Article 8 – Contract Documents

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement (as attached if applicable).
- 8.3 Notice of Award.
- 8.4 General Conditions of the Construction Contract.
- 8.5 Supplementary Conditions.
- 8.6 Technical Specifications
- 8.7 Project Plan (1 sheet) bearing the following general title:

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- 8.8 Addenda Numbers _____ to _____ inclusive, if applicable.
- 8.9 CONTRACTOR'S Bid.
- 8.10 Construction and Performance Bonds/Insurance Certificates
- 8.11 Any modification, including Change Orders, duly delivered after execution of the Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a modification as defined in Section 1 of the General Conditions.

Article 9 – Bureau of Labor and Industries (BOLI) Requirements

- 9.1 OWNER shall pay a fee equal to one-tenth of one percent (.001) of the price of the contract to: Contract Fee Section, Prevailing Wage Rate Unit, Bureau of Labor and Industries, 800 NE Oregon Street #1045, Portland, OR 97232.
- 9.2 If the contract amount exceeds \$100,000 CONTRACTOR shall file a \$30,000.00 public works bond with the Construction Contractors Board (CCB) before beginning work on the project. The public works bond shall remain in effect continuously and covers all public works projects worked on for the duration of the bond. If the contract amount is less than \$100,000, the CONTRACTOR shall give written notice to the OWNER that they have elected not to file a Public Works Bond for the project.
- 9.3 If the bid amount equals or exceeds \$50,000, minimum payment to all workers on this project shall be as stated in **PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON** effective as of the date of advertisement for solicitation of bids. The current Prevailing Wage Rate Book, Wage Rate Maps, and other forms and publications are available online at www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx. If these rates are not paid for labor or services, OWNER shall withhold the amount from payments due CONTRACTOR. Daily, weekly, holiday, and weekend overtime rates shall be paid as per the publication.
- 9.4 All aspects of the current BOLI regulations must be complied with for the duration of the project.

Article 10 – Miscellaneous

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions, shall have the meaning indicated in the General Conditions.

- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by, without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4 In the event a suit, arbitration, or legal action is required by the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three (3) counterparts of this Agreement.
This Agreement takes effect on _____.

City of Clatskanie
75 South Nehalem Street
P.O. Box 9
Clatskanie, OR 97016

BY: _____
City Manager

CONTRACTOR:

ADDRESS:

BY: _____
(Owner or Authorized Agent)

ATTEST: _____

(Corporate Seal, if applicable)

SUPPLEMENTARY GENERAL CONDITIONS

The following Supplementary General Conditions modify, change, and delete from or add to the Standard General Conditions of the Construction Contract, EJCD C-700 (2007 Edition). Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

Article 18 – Supplementary Conditions

18.1 Article 2 – Preliminary Matters

Delete 2.3 and insert: The Contract must be completed on or before September 15, 2022.

Delete 2.05 – 3 and insert: Before the Agreement is signed by the OWNER, the CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Paragraphs 5.03 and 5.04, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with Paragraphs 5.06 and 5.07.

18.2 Article 5 – Bonds and Insurance

Add to 5.04: CONTRACTOR shall purchase and maintain the insurance required by Paragraph 5.04 in a minimum amount of \$2,000,000, combined single limit. The insurance certificate shall include the OWNER and ENGINEER as an additional insured.

Add to 5.06: Notwithstanding the provisions of this Paragraph 5.06, the CONTRACTOR shall purchase, maintain, and pay for the insurance required by this Paragraph 5.06.

Add 5.11: The CONTRACTOR, its subcontractors, if any, and all employees under this Contract are subject to employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. If the CONTRACTOR has the assistance of other persons in the performance of the Contract, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411. If the CONTRACTOR performs this Contract without assistance of any other persons, the signing of this Contract shall constitute the declaration of independent contractor status provided in ORS 656.029 (2).

Add 5.12: The CONTRACTOR shall comply with the Employment Division Laws of the State Of Oregon.

18.3 Article 6 – Contractor's Responsibilities

Delete 6.20 – A and insert: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless The OWNER and the ENGINEER and their officers, commissioners, agents, and employees from and against all claims, damage losses, and expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone whose acts may be liable, regardless or whether or not it is caused, in part, by a party indemnified hereunder.

18.4 Article 10 – Changes In The Work

Add to 10.01: A Change Order signed by the CONTRACTOR is his agreement that the adjustment of Contract Time and /or Contract Price constitutes payment in full for all Change Order items and effects, including the impact of the Change Order on the balance of the Work to be accomplished.

18.5 Article 12 – Change Of Contract Price

Delete 12.01 – A – 1

18.6 Article 14 – Payments To Contractor And Completion

Delete the first sentence of 14.02 – A – 1 and insert: At least ten (10) days before each payment falls due, (but not more than twice a month), CONTRACTOR shall submit to ENGINEER for review, an Application for Payment, filled out and signed by CONTRACTOR, covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

Delete the first sentence of 14.02 – B – 1 and insert: ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation for payment and present the Application to OWNER, or return the Application to CONTRACTOR, indicating in writing ENGINEER’S reasons for refusing to recommend payment.

Add to 14.02 – B – 1: Within twenty-one (21) days after presentation of the Application For Payment with ENGINEER’S recommendation, the amount recommended will (subject to the provisions of the last sentence of Paragraph 14.07) become due and when due, will be paid by OWNER to CONTRACTOR.

18.7 State of Oregon Public Contract Requirements

18.7.1 CONTRACTOR shall:

1. Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the Work provided in this Agreement.
2. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or Subcontractor incurred in the performance of this Agreement.

3. Not permit any lien or claim to be filed or prosecuted against the OWNER on account of any labor or material furnished.
4. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167

18.7.2 If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to a CONTRACTOR or a subcontractor by any person in connection with this Agreement, as such claim becomes due, the proper officer representing the OWNER may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Agreement.

18.7.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279.051, the laborer shall be paid at least time and one half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334. In the case of contracts for personal services as defined in ORS 279.051, laborers shall be paid at least time and one half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 210 to 209 from receiving overtime.

18.7.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership or association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing for such service.

18.8 Interest of OWNER'S Employees or Other Public Officials

No member of or delegate to the Congress of the United States, or member, officer, or employee of the OWNER, or its designees or agents, no members of the governing body of the City in which the Project is located during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any subcontract, or the proceeds thereof. The CONTRACTOR shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

18.9 Safe Employment Acts

The CONTRACTOR is responsible for compliance with State and Federal safety and health acts, ORS 654.001 et. seq., and 29 U.S.C. 651 et. seq., and the regulations promulgated thereunder.

TECHNICAL SPECIFICATIONS

Section 1 – General Provisions

1.1 General

The CONTRACTOR shall furnish all labor, materials, and equipment necessary to complete the Work in all respects as shown on the plans and specified herein and under the terms of the Contract. Any labor, equipment, or materials not specifically addressed in the pay items on the Bid Proposal but are required for the completion of that pay item are to be included in the bid for that pay item.

1.2 Abbreviations

| | |
|--------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| AGC | Associated General Contractors |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| ANSI | American National Standards Institute |
| APWA | American Public Works Association |
| ASCE | American Society of Civil Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preservatives Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| CRSI | Concrete Reinforcing Steel Institute |
| DEQ | Department of Environmental Quality |
| EPA | Environmental Protection Agency |
| FHWA | Federal Highway Administration |
| ITE | Institute of Traffic Engineers |
| JIC | Joint Industry Conference of Hydraulic Manufacturers |
| NEC | National Electric Code |
| NEMA | National Electrical Manufacturers Association |
| NSF | National Science Foundation |
| ODOT | Oregon Department of Transportation |
| ORS | Oregon Revised Statutes |
| OSHA | Occupational Safety and Health Administration |
| OSHD | Oregon State Highway Division |
| PCA | Portland Cement Association |
| UBC | Uniform Building Code |
| UL | Underwriter's Laboratories, Inc. |

1.3 Layout

The OWNER will perform a walk through of the Project and assist the CONTRACTOR with the location and layout of the construction Work.

CONTRACTOR shall provide OWNER as much advance notice as possible to provide assistance with the location and layout of the construction Work. At least five (5) days advance notice is required. No time extensions or damages will be approved because of Project layout delays unless the CONTRACTOR has provided at least five (5) days notice.

CONTRACTOR shall be responsible for replacement of all permanent reference points, stakes, monuments, and property corners if they are disturbed by the Work. Recorded boundary markers shall be replaced by a Registered Professional Land Surveyor licensed in Oregon. No permanent, recorded boundary markers shall be removed or disturbed without authorization from OWNER.

1.4 Construction Progress

The intent of the Contract Documents is to ensure the systematic implementation of the Work with a minimum of public inconvenience. CONTRACTOR shall coordinate his work to minimize any inconvenience to private property owners.

CONTRACTOR shall have on the job, at all times, a qualified superintendent as his agent, who is capable of reading and understanding the Contract Documents and is thoroughly experienced in the type of work being performed. The superintendent shall be responsible for the progress of the Work and the CONTRACTOR'S operations.

CONTRACTOR shall be responsible for cooperation with other utilities and any other contractors, which might be employed by the OWNER on the Project.

CONTRACTOR is responsible for maintenance of all streets, roads, and construction sites within which the Work is done until final acceptance of the Work by the OWNER. All cleanup and site restoration shall be accomplished concurrently with construction. CONTRACTOR shall ensure that no debris, materials, or waste is left on the site following completion of the Work.

At the end of each working day, all open excavations shall be backfilled, compacted, and capped with the specified materials. The streets and other adjacent property shall be clean and free of all construction debris on a daily basis. The construction debris shall be removed in trucks as excavation proceeds and not spoiled on the pavement adjacent to the Work. NO EXCEPTIONS shall be allowed. That portion of the excavation that will be the starting point of the Work for the next day may be covered with steel plates and barricaded and properly signed as per the latest edition of the "Manual on Uniform Traffic Control Devices".

1.5 Public Responsibility

CONTRACTOR shall be fully informed on all federal and state laws and all local laws, ordinances, and regulations of bodies having jurisdiction or authority or which in any way might affect the conduct of the Work.

CONTRACTOR shall indemnify and protect the OWNER against any claim or liability arising from a violation of any law, ordinance, or regulation by himself, any subcontractor or employee of the CONTRACTOR or subcontractor.

CONTRACTOR shall obtain and pay for all licenses and permits and shall be responsible for all fees, taxes, or payments required for the lawful and due performance of the Work.

CONTRACTOR shall be solely responsible for any trespass on adjacent properties or injury thereto, resulting from his operations. All private property damaged by his operations shall be fully restored to pre-construction conditions.

Public safety and convenience shall be paramount in the CONTRACTOR'S operations and shall be provided for in a satisfactory manner. All laws, rules, ordinances, and regulations pursuant to traffic control, street closures, or highway encroachments shall be adhered to by the CONTRACTOR. CONTRACTOR shall perform his operations so as to minimize public and commercial inconvenience. Pedestrian traffic shall be permitted at all times.

Wherever and whenever a possible public hazardous situation shall occur, CONTRACTOR shall be responsible for whatever signing, barricades, or other safety precautions are necessary to protect the public and employees on the Project. Signs, barricades, and temporary traffic control devices and measures shall conform to the requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the U.S. Department of Transportation.

Underground Utilities

All coordination with utilities, including water, sewer, electrical power, natural gas, television cable, telephone, and railroads shall be accomplished prior to the start of the Work. No extra costs for damages or delay will be approved as a result of the CONTRACTOR'S failure to contact utilities and to arrange the protection of the utilities' properties

Locations of underground utilities shown on the plans are approximate only. The CONTRACTOR is responsible for determining the exact location of each utility with the assistance of the utility companies and to properly account for the possible interference of the utilities' property with his operation.

In the event of an interruption of utility service through his operation, CONTRACTOR is solely responsible for repair costs and/or penalties accrued as a result of the interruption. CONTRACTOR shall provide continuous water and sewer service to all affected properties as practicable. All planned interruptions of OWNER'S utility services shall be coordinated with the OWNER on a minimum 48 hours written notice. Downtime shall be kept to a minimum.

1.7 Warranty Period

All Work on all schedules shall be warranted for a period of one calendar year from the date of final acceptance of the Project.

1.8 Special Requirements

Flag persons shall be on-site to direct traffic at all times when through traffic is permitted across the work zone or when pedestrian access is impacted by the Work. NO EXCEPTIONS will be allowed.

CONTRACTOR is solely responsible for securing his own waste disposal site. Owner does not maintain any liability or responsibility for these materials. The waste spoil materials become the property of the CONTRACTOR.

1.9 Measurement and Payment

CONTRACTOR shall be compensated for proper placement of temporary traffic control devices and the use of flaggers as required on a lump sum basis. The Bid Item is No. 2 on the Bid Form and shall include all labor, material, and equipment required to place and move signs and other temporary traffic control devices and to flag traffic as required as per these specifications or when directed by the OWNER or ENGINEER.

Section 2 – Asphalt Concrete (ACP) Repair and Pavement Overlay

2.1 General

This section includes surface preparation of existing paved surfaces and installation of Asphalt Concrete Pavement (ACP) used for pavement repair and in compacted, two-inch overlays.

2.2 Materials

Tack Coat – Refer to Section 00730.11 in the **2015 edition** of the **Oregon Standard Specifications for Construction** as published by the Oregon Department of Transportation.

Asphalt Concrete Pavement (ACP) – Furnish a commercially available ½” Dense ACP (Class C) as described in Section 00744 of the **Oregon Standard Specifications for Construction or equal as approved in advance by the ENGINEER prior to the commencement of construction.**

Sanitary Sewer Manhole Adjusting Ring – Furnish an approved riser for sanitary sewer manholes that requires grade adjustment due to the paving operation. Verify riser height and diameter prior to the overlay Work.

Water Valve Box Adjustment – The City will loosen the pavement around each valve box and replace them as required. CONTRACTOR will be required to adjust the grade of the valve box during the paving operation.

2.3 Construction

Remove any vegetation and other debris in the pavement repair and overlay areas. Thoroughly broom sweep existing paved surfaces prior to application of tack coat.

Selected areas of pavement repair are identified and located throughout the job limits. Cold plane pavement remove identified surfaces to a depth of four inches and install two, compacted lifts of two inches each of ACP to grade.

Perform cold plane pavement removal on the job ends and at street intersections as shown on the plans. The removal at project ends shall be a transition of 2 inches to 0 inches in a length of approximately 25 to 40 feet.

Apply tack coat on existing paved surfaces as per the applicable parts of Section 00730 in the Oregon Standard Specifications for Highway Construction.

ACP overlay shall be installed as per the applicable parts of Section 00744 in the Oregon Standard Specifications for Highway Construction.

Adjust the sanitary sewer manhole covers and water valve boxes to the compacted finish grade of the ACP. OWNER is responsible for loosening the water valve boxes from existing surfaces prior to the start of the overlay operation. Water valve boxes may be adjusted with pry bars to the proper finish grade of the ACP.

Note that sections referred to in the 2015 edition of the **Oregon Standard Specifications for Construction** are available on-line at www.oregon.gov/odot.

2.4 Measurement and Payment

Furnishing and installation of tack coat is incidental to the placement of ACP.

Cold plane pavement removal shall include all labor, equipment, and material to perform the transition grinding at the job ends and intersections. This Work shall be measured on a square yard basis and is identified as Bid Item No. 3 on the Bid Form.

Pavement repair shall include all labor, equipment, and material to grind out identified areas located throughout the project limits, dispose of the grindings, and install 2, 2-inch compacted lifts of ACP. The Work shall be measured on a square foot basis. Note that the ACP used for this work shall be included in this bid item. The Work is identified as Bid Item No.4 on the Bid Form.

The ACP overlay on SW Howard Drive shall be measured on a per ton basis and include all labor, equipment, and material to perform the specified Work. The Work is identified as Bid Item No. 5 on the Bid Form.

Adjustment of the sanitary sewer manhole covers and water valve boxes shall be measured on a per each basis and payment shall include all labor, equipment, and material to perform the Work specified. The Work is identified as Bid Items Nos. 6 and 7 respectively on the Bid Form.

END OF TECHNICAL SPECIFICATIONS