

CONTRACT DOCUMENTS

2016 Street Improvements Pavement Overlays

CITY OF ROGUE RIVER

Jackson County, Oregon

July, 2016



John A. Krawczyk, P.E.

CITY ENGINEER/PUBLIC WORKS DIRECTOR

INVITATION TO BID

CITY OF ROGUE RIVER 2016 Street Improvements- Pavement Overlays

Issue Date: July 11, 2016

Closing Date / Time: Tuesday, July 27, 2016 / 2:00 p.m. PDT

SEALED BID PROPOSALS for furnishing all labor, materials, equipment and services required for the construction of the **2016 Street Improvements- Pavement Overlays** in the City of Rogue River, Oregon will be accepted at the City Hall, 133 Broadway, Rogue River, Oregon 97537 until the closing date and time listed above at which time they will be publicly opened and read, and after which time they will not be received or accepted. Mailed bids via USPS should be addressed to P.O. Box 1137, Rogue River, OR 97537, and received by the morning mail on the day of bid opening.

THE SCOPE OF WORK INCLUDES APPROXIMATELY THE FOLLOWING:

Approximately 26,000 square yards of cold plane asphalt removal and 6,000 tons of HMAC pavement overlay of various city streets together with appurtenances including 14 concrete ADA ramps.

This project is subject to ORS 279C.800 to 279C870, BOLI prevailing wage rates.

A **pre-bid conference** will be held on Tuesday, July 19, 2016 at 2:00 p.m. in the City Hall Conference Room located at 133 Broadway.

The work shall be completed no later than October 28, 2016.

Bid Documents for the work may be acquired on or after July 13, 2016. The first set of hard copy bid documents is free; each set thereafter is \$10.00. To obtain Bid Documents, contact City Hall. The documents may also be examined and downloaded electronically at the City of Rogue River website at: <http://www.cityofrogueriver.org>.

Interested Parties List: As a courtesy, the City will provide copies of Addenda items (official changes / revisions / updates to the process or documentation) via email to those who register on the Interested Parties List. All prospective bidders are reminded that it is their responsibility to check with the Project Contact for regular updates. Please contact the Project Contact to register your firm on the Interested Parties List.

Project Contact: John Krawczyk, PE, City Engineer, (541) 582-4401 ext. 103 or email: jkrawczyk@cityofrogueriver.org.

Dated this: Monday, the 11th day of July, 2016

By order of the Mayor
of the City of
Rogue River, Oregon

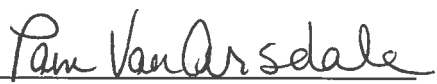

Pam VanArsdale

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STATE PREVAILING WAGE RATES FOR CONSTRUCTION PROJECTS IN OREGON Effective July 1, 2016 (Including Wage & Hour Forms). Available by emailing 'pwremail@boli.state.or.us' or online at:

http://www.oregon.gov/boli/WHDPWR/Pages/July_2016_Index.aspx

REQUIREMENTS FOR BIDDERS

1. **PROJECT TITLE:** 2016 Street Improvements- Pavement Overlays
2. **LOCATION:** Rogue River, Oregon
3. **CITY :** Rogue River, Oregon
4. **ENGINEER:** John A. Krawczyk, P.E., City Engineer/Public Works Director
5. **PROPOSALS:** Contract Documents shall be made in accordance with the following instructions A-V.

A. FORM

- (1) Written upon form provided herein.
- (2) Fill in all blank spaces.
- (3) State numbers in figures. Signature in longhand.
- (4) Shall not contain any recapitulation of work to be done.
- (5) No oral or telephonic proposals considered.
- (6) Written modifications to a proposal may be considered if received before time set for bid opening.
- (7) Fill out all pages of the Supplementary Proposal Information on the forms provided herein.

B. ADDRESS AND DELIVER

Address and deliver **by 2:00 p.m. PDT, Tuesday, July 27, 2016** to: John Krawczyk, City Engineer/Public Works Director, in a sealed envelope bearing the name of Bidder and marked: ***"SEALED PROPOSAL FOR 2016 STREET IMPROVEMENTS- PAVEMENT OVERLAYS"***. Hand deliver to City Hall, 133 Broadway, Rogue River, or mail USPS to P.O. Box 1137, Rogue River, OR 97537. Mailed proposals must be received by the morning mail.

C. PROPOSED SUBCONTRACTOR AND SUPPLIERS

Bidder shall submit within two working hours after the Bid closing a first-tier subcontractor disclosure form **"List of Subcontractors and Suppliers" (BID PRO - Page 4 of 6)** listing who the Contractor proposes will be used in the work.

Subcontractors must also be licensed by the State of Oregon Construction Contractors Board, and hold a current City Business License at the time of the formal Award of Bid.

D. MANAGER OR SUPERINTENDENT

Bidder shall submit the form "**Project Supervisor**" (**BID PRO – Page 5 of 6**) for the person to be in charge of the work at the project job site. This person shall have complete authority to represent and to act for the Contractor, shall be able to authorize change orders regardless of their value, and shall carry out all directions by the City.

E. PROGRESS SCHEDULE

Bidder shall submit with the proposal the form "**Project Schedule**" (**BID PRO - Page 6 of 6**) showing the proposed order of work and the time required for completion of the major items of work. This work schedule shall take into account: the management or handling of traffic as related to this project; safe, timely, and effective flow and dispersion of traffic; the least practicable interference with traffic; and orderly, timely and efficient prosecution of the work.

F. BIDDER'S BOND

Each bid must be accompanied by a certified check or bidder's bond payable to the City for 10% of the total amount of the bid. As soon as the bid prices have been compared, the City will return the check or bond of all except the lowest responsible bidder. The check or bond of the successful bidder will be retained until the contract and surety bonds have been executed and approved, after which the check or bond will be returned.

However, if Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the specified performance guarantee, prior to or at the time of the preconstruction meeting, then, in such event, the bid bond in the sum of 10% of the total amount bid deposited herewith, shall be retained by the City as liquidated damages, and it is agreed said sum is a fair measure for the amount of damage the City will sustain in the event Bidder shall fail or refuse to enter into the contract for said work and to furnish the performance guarantee for the performance of the work.

G. PERFORMANCE AND PAYMENT GUARANTEE

A performance guarantee in the form of a Performance and Payment Bond, in the amount of 100% of the contract price will be required for the faithful performance of the contract, and the bidder shall state in the proposal the type of guarantee and the name and address of the financial institution (if any) which will be used in case the contract is awarded to the bidder. The performance guarantee will guarantee the repair of all damage due to improper materials or workmanship for a period of one year after the acceptance of the work by the City.

H. BASIC BID

- (1) Basic bid in the proposal for the general work will include all labor, materials, transportation, equipment, services, testing and acceptance in order to make a complete and finished project as shown.
- (2) The City reserves the right to reject any and all bids, to accept any bid or to waive any informality. The City also reserves the right to delete any and all parts from the bid proposal.

I. INTERPRETATIONS

- (1) Bidder should notify Engineer at least five (5) days before bid opening date should omissions or errors be found in contract documents. Engineer will clarify by sending written instructions to all bidders in the form of Addenda which will become a part of the Contract.
- (2) Neither City nor Engineer will be responsible for any oral instructions or interpretations.
- (3) Addenda will be issued from the office of city Engineer/Public Works Director John A. Krawczyk, P.E., 133 Broadway, Rogue river, Oregon.

J. IRREGULAR PROPOSALS SUBJECT TO REJECTION

Proposals shall be considered irregular and may be rejected for any of the following reasons:

- (1) If the proposal is not submitted on the forms furnished by the City.
- (2) If the proposal contains or is accompanied by conditions, reservations, or by statements concerning limitations, qualifications, or contingencies.
- (3) If the proposal is incomplete.
- (4) If the proposal contains any erasure or correction of a bidder's entry which is not initialed by the person or persons signing the proposal.

K. AWARD OF THE CONTRACT

- (1) Award of the contract will, in general, be made to the lowest qualified bidder. The responsibility of bidders and their proposed subcontractors shall be considered in making the award.
 - a. **Change Orders:** Non-Bid Item change orders in the amount of \$250 or less will be considered incidental to the contract. The Engineer shall review contractor submittals and determine if change order amounts are reasonable.
 - b. **Price:** The initial bid will only be one factor in selecting the lowest responsible bidder.
 - c. **Billing Statements:** Billing Statements for progress payments must be submitted in a format acceptable to the City. Office and administrative time necessary to prepare any billings or documentation to the City will be considered a part of the base contract and as such, no claims will be paid for such preparation.
 - d. **Past Experience:** Bidders should provide a list of previous projects of not less than similar size and scope which it completed within the previous three (3) years. The City will investigate the bidders previous performance for quality of work, work completed on time, and completed within the approved bid amount.
 - e. **Capabilities of Bidder:** An on-site superintendent is to be provided to coordinate work among subcontractors and any

associated work conducted by the City or other contractors. The on-site superintendent must have the authority and expertise to make decisions in the field which bind the contractor to variations in the contract.

- (2) The bidder to whom the contract is awarded will be required to promptly execute the contract and submit it to the with the performance and payment bond no later than the time of the preconstruction meeting.

Failure to do so may result in forfeiture of the bid bond, rejection of the offer and award of the contract to the next lowest responsive bidder.

L. EXAMINATION

All bidders should visit the site of the proposed work and fully acquaint themselves with the existing conditions relating to construction and labor, the facilities involved, and the difficulties and restrictions attending the performance of the Contract. All bidders should thoroughly examine and familiarize themselves with the Drawings, Technical Specifications, and all other Contract Documents. The contractor by the execution of the Contract shall in no way be relieved of any obligation due to failure to receive or examine any form of legal instrument or to visit the site and observe the conditions, and the City of Rogue River will be justified in rejecting any claim based on facts which would have been discovered through site inspection or a more thorough investigation.

M. PAYMENTS ON CONTRACT

Progress payments will be made by the City to the contractor approximately 30 days after receipt of a completed invoice from the contractor. The estimate will include, by bid item, the percent amount of work completed, the value of such completed work during the payment period, and a cumulative total from any previous progress payments.

The Payroll Submission/Wage Certification form from the Bureau of Labor and Industries, Wage and Hour Division, must also be submitted to the City within 15 days of starting the contract, then every week thereafter.

N. TIME OF COMPLETION

The work shall be completed no later than October 28, 2016. Liquidated damages will be assessed in the event of project time line over-run per Section 0018.85 of the Requirements for Bidders.

O. PERMITS

Encroachment permits will be obtained by the City of Rogue River for work in City owned right-of-way and the Contractor must obtain any permits required by other jurisdictional agencies such as but not limited to Jackson County, Oregon Department of Transportation, etc.

P. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that any such telegraphic request shall be confirmed in writing, over the signature of the Bidder and placed in the mail and postmarked prior to the time set for bid opening. The bid guarantee of any bidder withdrawing their bid in accordance with the foregoing conditions will be returned promptly.

Q. OREGON'S PREVAILING WAGE RATE

The provisions of ORS 279.350 entitled "Workers on Public Works to be Paid Not Less Than Prevailing Rate of Wage" will be complied with in full. The STATE OF OREGON PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN THE STATE OF OREGON, EFFECTIVE JANUARY 1, 2016 as AMENDED April 1, 2016 are referenced to these documents.

R. PRE-BID CONFERENCE

A **pre-bid conference** will be held on **Tuesday, July 19, 2016 at 2:00 p.m.** in the City Hall Conference Room located at 133 Broadway. Statements made at the conference do not change the Bid Documents unless confirmed with a written Addendum.

S. SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION

The contractor shall comply with the current safety standards of applicable building construction laws and codes, including the "Manual of Accident

Prevention in Construction" published by the Associated General Contractors of America, and the United States Department of Labor (Occupational Safety and Health Administration) Safety and Health Regulations for Construction, 29CFR1910, and the Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 83 Construction. The Contractor shall be solely and completely responsible for all persons and property during performance of work. These requirements shall apply continuously and shall not be limited to normal working hours.

The duty of the Engineer to review the Contractor's construction performance does not include review of the adequacy of the Contractor's safety measures. Such review is a responsibility of the Oregon Workmen's Compensation Board.

T. INSPECTION

Each Contractor shall provide proper facilities for access to all sites of contract work. A copy of the contract documents and plans shall be maintained on-site by the Contractor and be accessible to the City Inspector. The Contractor will bear all liabilities associated with conflicting trade crew schedules that arise from the Contractor failing to provide the City Inspector with a minimum of 24 hours (1 business day) advance notice for the inspection of any respective phase of said project. The City Inspector must have 24 hours (1 business day) notice prior to the actual physical inspection time that is desired by the Contractor.

U. MAINTENANCE OF THE SYSTEM

The Contractor agrees to indemnify and save harmless the City of Rogue River from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after final acceptance of the entire project by the City of Rogue River.

V. STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be based on the following documents:

1. Specifications and special requirements issued by the governmental agency having jurisdiction over the area of construction (i.e., City of Rogue River encroachment permits).
2. Bid documents dated July, 2016 entitled **"2016 Street Improvements- Pavement Overlays"**.

3. 2008 Oregon Standard Specifications for Construction and Standard Drawings.

When in these Standard Specifications the term "City" is used it shall mean "City of Rogue River".

Except where the contract specifically provides to the contrary, the 2008 Oregon Standard Specifications for Construction apply and are modified by the additions, deletions and/or changes listed in the Special Provisions.

6. STATUTORY REQUIREMENTS: The contractor agrees to comply with the requirements of the Department of Justice Model Rules/General Provisions Related to Public Contracts for Construction Services OAR 137-049-0650 and ORS Chapter 279C- Public Contracting/Public Improvements and Related Contracts.
7. BID SCHEDULE: Bidder understands the following unit prices are submitted with the understanding that the prices are independent of the quantities involved and the quantities may be increased, decreased, or eliminated by the City without affecting that price or other unit prices as bid. Bidder further understands the City may elect to add or exclude minor portions of the work should the City determine it is necessary or desirable to do so.

Unit price bids shall include the furnishing of all materials, labor, equipment, and perform all work necessary for complete installation of the bid item unless stated otherwise. In case of conflict between a unit price and the corresponding extended amount, the unit prices shall prevail.

The City intends to award this contract to the responsible bidder with the lowest, responsive bid.

BID PROPOSAL

In response to the request for bids by the City of Rogue River, Bidder hereby submits the following Bid Proposal. This Bid Proposal incorporates the City's Drawings and Specifications, Bidder Requirements, Proposed Contract terms, and Prevailing Wage Rates for Public Works Contracts in Oregon. This Bid Proposal includes documents titled Unit Price and Lump Sum Bid Form (Bid Schedule), Project Supervisor, Project Schedule, and List of Subcontractors and Suppliers which are attached to and incorporated in this Bid Proposal.

PROJECT NAME: 2016 STREET IMPROVEMENTS- PAVEMENT OVERLAYS

BIDDER INFORMATION:

NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

NAMES AND TITLES OF PRINCIPAL OFFICERS:

_____ Name	_____ Title
_____ Name	_____ Title

Attached is a Bid Bond, Cashier's Check, Certified Check, Certificate of Deposit, or Unrestricted Letter of Credit (Payable on Demand of the City), in the amount of 10% of the Bid, guaranteeing that Bidder will not withdraw their bid on and after the date of the bid opening.

If awarded the contract, the following will be used by Bidder to guarantee Bidder's successful completion of the Project:

- ___ Performance Bond from a Bonding Company
- ___ Name of Company _____
- ___ Address _____
- ___ Performance Bond From a Local Financial Institution In the Form of an Unrestricted Letter of Credit, Payable on Demand of the City.
- ___ Cashier's Check, Certified Check, or Certificate of Deposit which are irrevocable and can be immediately converted to cash.

IN WITNESS WHEREOF, the Bidder has hereto, on the date indicated, set its hands by and through its duly authorized agent.

Signature By: _____ Date _____

Print Name: _____ Title _____

Oregon Bidder Residency Statement

This page must be completed, signed, and returned. Failure to do so will result in bid rejection.

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder"...

"Non-Resident Bidder" means a bidder who is not a "resident bidder" as defined.

Check One: Bidder is: _____ Resident Bidder

_____ Non-Resident Bidder

If a Resident Bidder, enter your Oregon Business address:

If a Non-Resident Bidder, enter state of residency:

Bidder certifies that the information provided above is true and accurate.

Signature _____

Title _____

Name _____

Firm _____

Telephone _____

Date _____

LIST OF SUBCONTRACTORS & SUPPLIERS

Please list below all bidders and suppliers with work amounting to greater than five (5) percent of the Bid.

The two apparent lowest Bidders and any other Bidder, as requested by the City, shall provide the list of the Name, Address, and Dollar Value of the work for any and all Subcontractors and/or Suppliers with work amounting to greater than five (5) percent of the Bid. All such lists shall be submitted within four hours of the closing time of the Bids, in accordance with the applicable provisions of the ORS.

FIRST-TIER SUBCONTRACTOR

DISCLOSURE FORM

PROJECT NAME: **2016 STREET IMPROVEMENTS- PAVEMENT OVERLAYS**

BID #: _____

BID CLOSING: Date: July 7, 2016 Time: 2:00 pm PDT

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 will be furnishing labor and 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 nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):

Contact name: _____

Phone no.: _____

PROJECT SUPERVISOR

NAME:			ADDRESS:	
PHONE NO.:			CITY/STATE	
CONTRACTOR LICENSES CURRENTLY HELD BY INDIVIDUAL				
1.			4.	
2.			5.	
3.			6.	
CONSTRUCTION EXPERIENCE				
PROJECT NAME	POSITION HELD	DUTIES	CONTRACT MAGNITUDE/ CLASS OF WORK	NAME & ADDRESS OF OWNER

Any change in Project Manager or Superintendent will require a new form to be submitted for City Approval.

PROJECT SCHEDULE

Complete the attached Project Schedule form and include with the BID PROPOSAL.

[illegible]

SPECIAL PROVISIONS

2016 STREET IMPROVEMENTS- PAVEMENT OVERLAYS

PART 00100 - GENERAL REQUIREMENTS

Section 00110 – Organization, Convention, Abbreviations and Definitions

00110.00 Organization of Standard Specifications – Add the following:

All references to “ODOT” or “Agency” are to be replaced with “City of Rogue River”.

Section 00120 – Bidding Requirements and Procedures

00120.00 Prequalification of Bidders – Delete in its entirety and replace with the following:

The City of Rogue River has not adopted formal prequalification procedures. Bidder's qualifications will be evaluated in accordance with Section K(1) of the Requirements for Bidders.

00120.05 Requests for Solicitation Documents - Add the following:

Documents may be obtained from the City of Rogue River, 133 Broadway, Rogue River, OR 97537, phone (541) 582-4401. The first set of bid documents is free; each set thereafter is \$10.00.

00120.45 Submittal of Bids – Delete first paragraph and replace with Item 5, Section B, of the Requirements for Bidders in the Contract Documents.

Replace paragraph three (3) with the following: Bid may be submitted up to the time of bid opening.

Section 00130 – Award and Execution of Contract

00130.40 Contract Bonds, Certificates, and Registrations

(a) Performance and Payment Bonds – Retain the text and add the text in Section 5, Subsection G, of Requirements for Bidders.

Delete the text as follows – “The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet.”

00130.50 Execution of the Contract and Bonds

(a) By the Bidder - Delete the words in the first sentence "Within fifteen calendar days" and replace with "prior to or at the preconstruction meeting".

(b) By the Agency - Delete the words "Within seven Calendar Days" and replace with "Within a reasonable time based on City Council (contracting agency) agenda"; replace the words "Attorney General" with "City Council".

Section 00150 – Control of Work

00150.10 Coordination of Specifications and Plans

(a) Order of Precedence – Replace the listed order of governing documents with the following order:

1. Specifications and special requirements issued by the governmental agency having jurisdiction over the area of construction (i.e., City of Rogue River encroachment permits).
2. 2008 Oregon Standard Specifications for Construction and Standard Drawings.

00150.50 Cooperation with Utilities - Retain the text and add the following:

"Where parties other than the contractor are responsible for the relocation of utilities and a delay in the contractor's work is caused by their failure to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of the Contracting Agency, it shall be understood that the Contractor shall not be entitled, as a result of such delay to his work, to damages or additional payments over and above the contract price. If delays in the Contractor's work are caused by the reasons mentioned herein, the Contractor shall be entitled to an extension of time. The City will determine the length of such extension of time with consideration as to the effect of the delay on the project as a whole. In order to minimize delays to the Contractor caused by the failure of other parties to relocated utilities, the Contractor, upon request to the City, may be permitted to temporarily omit the portion of the work affected by the delay. The portion thus omitted shall be constructed immediately following the relocation of the utility involved.

The Contractor shall contact the utility companies to request the location and marking of buried utility facilities at least 48 hours in advance of performing any work in the immediate vicinity of utility lines. This project is located within the area covered by the OREGON UTILITY NOTIFICATION CENTER, which has set up a 'ONE CALL' system for notifying all Owners of utilities of work being performed in the vicinity of their facilities. The 'ONE CALL' system telephone number is "811" or 1-800-332-2344."

Section 00165 – Quality of Materials

00165.03 Testing by Agency - Delete in its entirety.

00165.04 Costs of Testing - Delete in its entirety and add the following:

All testing required will be performed by the Contractor at the Contractor's expense.

Section 00170 – Legal Relations and Responsibilities

00170.70 Insurance Coverages - Delete the text in Subsection (g).

Section 00180 - Prosecution and Progress

00180.05 Assignment/Delegation of Contract - Retain the text and add the following:

"The Contract Time shall be as stated in Section 00180.50, Contract Time to Complete Work."

00183.33 Metric Submittals – Delete this section in its entirety.

00180.80 Adjustment of Contract Time

(c) Contractor's Request Required - Retain the text and add the following:

"Provided the contractor notifies the City, in writing of an inability to work by 12 noon of each and every day work cannot continue".

00180.85 Failure to Complete on Time; Liquidated Damages

Use the following table as a schedule of liquidated damages:

Original Amount of Contract:

For More Than:	To and Including:	Amount of Liquidated Damages per Calendar Day
\$ 0	\$ 25,000	\$90.00
\$ 25,000	\$ 50,000	\$150.00
\$ 50,000	\$ 100,000	\$240.00
\$ 100,000	\$ 500,000	\$440.00
\$ 500,000	\$1,000,000	\$760.00
\$ 1,000,000	\$2,000,000	\$1,000.00
\$ 2,000,000		\$1,200.00

Section 00195 – Payment

00195.50 Progress Payments and Retained Amount - Retain the text and add the following:

Progress payments will be made by the City approximately 30 days after receipt of a completed invoice from the contractor. The estimate will include, by bid item, the percent amount of work completed, the value of such completed work during the payment period, and a cumulative total from any previous progress payments.

00195.60 (a) (1) Advance Allowance for Materials on Hand - Add the following:

An advance on materials may be allowed upon request by the contractor. An invoice of items for materials on hand and where the stockpile is located is required before payment will be considered. Pipe Materials must be stored in a secure location.

Section 00197 – Payment for Force Account Work

00197.80 Percentage Allowances - Delete in the first paragraph, "25 percent", and replace with "15 percent".

00197.90 Billings - Delete the first unnumbered paragraph and substitute the following:

"Progress payments will be made by the City once each month. The contractor will submit to the Engineer for approval, a pay estimate 10 calendar days prior to any progress payment. The estimate will include, by bid item, the percent amount of work completed, the value of such completed work during the payment period, and a cumulative total from any previous progress payments."

Part 00200 – TEMPORARY FEATURES & APPURTENANCES

Section 00210 – Mobilization

Mobilization shall be in conformance with Section 00210 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00210.90 – Measurement and Payment

Mobilization will be paid for on a lump sum basis according to Section 00210.90.

Section 00220 – Accommodations for Public Traffic

Accommodations for Public Traffic shall be per Section 00220.

00220.90 Payment - Add the following:

Accommodations for public traffic will be considered incidental and no separate payment will be made.

Section 00225 – Work Zone Traffic Control

Work zone traffic control shall be in conformance with Section 00225 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00225.80 Measurement

Temporary Protection and Direction Traffic will be measured using Method "C" – Incidental Basis.

00225.90B Payment Method "C" – Incidental Basis:

When the Schedule of items does not indicate payment for work zone traffic control, all work zone traffic control will be considered incidental and no separate payment will be made.

Part 00300 – ROADWORK

Section 00310 – Removal of Structures and Obstructions

Remove and dispose of structures and obstructions according to Section 00310 of the Oregon Standard Specifications for Construction.

00310.80 Lump Sum Basis

Payment will be on a lump sum basis for all required.

Section 00320 – Clearing and Grubbing

Clearing and Grubbing shall be in conformance with Section 00320 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00320.90 Payment

Clearing and grubbing will be paid for on a lump sum basis for all required, according to Section 00320.90.

Section 00330 – Earthwork

Earthwork shall be in conformance with Section 00330 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00330.02 Definitions

The earthwork for this project will be classified as general excavation according to Section 00330.02.

00330.93 Excavation Basis Payment

Excavation shall be paid under the unit price for general excavation.

00330.94 Embankment Basis Payment

Embankment shall be paid under the unit price for embankment in place.

Section 00340 – Watering

Watering shall be in conformance with Section 340 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

Water used in the work may be obtained from a metered system approved by the City Public Works Department. The contractor shall contact City Finance Department to make arrangements. The meter shall be installed by City personnel with a gate valve for Contractor use.

00340.00 – Scope - Add the following:

Water used in the work shall be obtained from a metered system approved by the City.

00340.92 – Incidental Basis

Watering will be considered incidental work according to Section 00340.92.

Part 00400 – DRAINAGE AND SEWERS

Section 00405 – Trench Excavation, Bedding and Backfill

Trench Excavation, Bedding, and Backfill shall be in conformance with the City of Rogue River Sewer Standards and Section 00405 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00405.15 Quality Control - Add the following:

A minimum of two density tests at upper and lower elevation within the trench shall be taken at 300' intervals at all trench locations, or as directed by the Engineer.

00405.92 Incidental Basis - Delete this section in its entirety. Add the following:

"Excavation bedding and backfill for all pipes will be incidental to the pipe bid item and no separate payment will be made."

00405.93 Lump Sum Basis for Testing

Density tests for in-place trench backfill will be considered incidental and no separate payment will be made.

Section 00440 - Commercial Grade Concrete

Thrust/straddle blocks shall be in conformance with Section 00440 of the Oregon Standard Specifications for Construction.

Section 00445 – Sanitary, Storm, Culvert, Siphon and Irrigation Pipe

Sanitary and Storm Pipe shall be in conformance with Section 00445 of the Oregon Standard Specifications for Construction.

All specifications of the City of Rogue River Sewer Standards and the City of Rogue River Standard Drawings take precedence.

This work also consists of replacing existing sewers and structures.

PART 00600 – BASES

Section 00620 - Cold Plane Pavement Removal

Cold plane pavement removal shall be in conformance with Section 00860 of the Oregon Standard Specifications for Construction.

Part 00700 – Wearing Surfaces

Section 00745 – Hot Mixed Asphalt

Asphalt Concrete Pavement shall be in conformance with Section 00745 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

Asphalt Concrete Pavement shall be 3/4" dense, Level 3 PG 70-22 mixture according to 00745.12.

00745.49 (2) Random Testing - Add the following:

Density tests shall be taken at the rate of 3 per 1,000 tons of material placed. An additional 3 tests shall be taken within the first 200 tons. Locations shall be determined randomly by the Engineer. All tests to be done by a certified tester. All equipment shall be calibrated prior to construction.

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION, made by and between the **CITY OF ROGUE RIVER, OREGON**, a Municipal Corporation of the State of Oregon, and hereinafter called "**City**" and, _____ hereinafter called "**Contractor**".

WITNESSETH:

That Contractor and City, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the drawings and described in the specifications for the project entitled:

2016 STREET IMPROVEMENTS- PAVEMENT OVERLAYS

Contractor shall at all times keep premises free from accumulation of waste materials or rubbish caused by him or from his employees or subcontractors. At the completion of improvements/work he shall remove all rubbish from the premises, all his tools, scaffolding and surplus materials; and shall leave the premises clean. Contractor shall coordinate any special cleaning requirements with the City during construction.

All work will be completed in accordance with the requirements and provisions of this Contract, and the following which are attached to and incorporated in this contract:

Requirements for Bidders
Bid Proposal
Unit Price and Lump Sum Bid Form (Bid Schedule)
Project Schedule
Project Supervisor Questionnaire
List of Subcontractors & Suppliers
Current Prevailing Wage Rates for Public Works Contracts in Oregon
All Special Provisions
Drawings and Specifications

The following Addenda are also included as part of the Contract Documents:

NO. _____ DATE: _____

NO. _____ DATE: _____

2. TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced within 10 calendar days after mailing by City to Contractor of a written "Notice to Proceed".

3. DATE OF SUCCESSFUL COMPLETION OF WORK

The work shall be successfully completed no later than September, 2016. The time period for completion will be increased by any days which are lost due to documented weather problems so long as Contractor notifies the City in writing of an inability to work by 12 noon of each and every day work cannot continue.

4. LIQUIDATED DAMAGES

Failure to complete the work by the date of completion provided herein above, including any extension granted thereof, shall entitle City to deduct from monies otherwise due Contractor as "liquidated damages" in the amount as indicated in the Special Provision Section 00180.85 Failure to Complete on Time: Liquidated Damages for each and every calendar day beyond the date of completion the work remains uncompleted. This amount is agreed to by the Contractor and City en lieu of an analysis of loss-benefit ratios because of the extreme difficulty and cost in assessing the inconvenience to the City, increased monitoring of the Contract, inconvenience to the public, and inability of the City to utilize the completed Project, all of which Contractor hereby acknowledges does occur and result in legitimate damages and because this provision limits the liability of the Contractor to a specified maximum daily amount for delayed performance damages.

5. CONTRACT AMOUNT

Subject to the City's right to add, subtract, or delete minor portions of the work as noted in the Bid Schedule, the contract amount hereof which is to be paid by City to Contractor pursuant to the Contract Documents is: \$_____.

6. PERFORMANCE AND PAYMENT BOND

The Contractor shall prior to or at the preconstruction conference, before the commencement of any operations hereunder, furnish the City with a signed copy of the Performance Guarantee constituting a portion of the Contract Documents. The aforesaid Performance Guarantee shall be in the amount of \$_____ and shall be a corporation surety bond with _____,

of _____ as surety, or alternatively, and subject to approval, Contractor may submit a cashier's or certified check, letter of credit, or loan proceeds in said sum, payable to the City of Rogue River, Oregon.

Mark One: Contractor will furnish the following:

Performance Bond	(_____)
Cashier's Check	(_____)
Certified Check	(_____)
Letter of Credit	(_____)
Loan Proceeds	(_____)

Any said Payment Guarantee is subject to approval by the City and shall be in an amount equal to the amount of the contract. The bond shall comply and be in accordance with Oregon Revised Statutes, Chapter 279, **PUBLIC CONTRACTS AND PURCHASING**. The surety companies executing such bond must appear on the **DEPARTMENT OF INSURANCE AND FINANCE, STATE OF OREGON**, Official Records, and be authorized to transact business in the State of Oregon.

7. **ONE-YEAR SECURITY**

The Contractor agrees to save and hold harmless City and its officers, agents and employees, from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the date of the written acceptance of City of the entire project by City. Any Performance Guarantee, Cashier's or Certified Check, Letter of Credit, or Loan Proceeds furnished City pursuant to paragraph 6 above, shall be retained in full by City as security to City from Contractor of Contractor's indemnification and save harmless agreement as provided in this paragraph 7.

8. **STATUTORY PROVISIONS**

ORS 279.348 through 279.361 pertaining to Oregon State requirements are hereby incorporated herein by this reference.

The attached "Statutory Provisions" and "Federal Labor Standard Provisions" are incorporated in this Contract as part hereof by this reference and Contractor and all subcontractors shall comply therewith.

Contractor will follow federal, state and local agencies laws and regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the contract: U.S. Department of Housing and Urban Development, Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 12246); Environmental Protection Agency, Clean Air and Water Pollution Control; U.S. Water Resources Council, Floodplain Management Guidelines for implementing Executive Order 11988. The aforesaid provision is pursuant to ORS 279.318, the terms of which are incorporated herein by this reference.

9. WORKERS COMPENSATION COVERAGE

CONTRACTOR, its subcontractors, If any and all employers working under this agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. CONTRACTOR shall provide proof of coverage at the time of the execution of this agreement and to provide continuing proof of coverage during the period of this agreement.

10. LIABILITY INSURANCE

CONTRACTOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the CITY, which company is admitted or otherwise licensed to do business in the State of Oregon.

- A. Said insurance shall insure CONTRACTOR for the benefit of the City of Rogue River in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$1,000,000.
- B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

- C. Certificate of Insurance: CONTRACTOR shall require its insurance carrier to provide to the City of Rogue River a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 6 months written notice sent by certified mail by the insurance carrier to the City of Rogue River. It is agreed that no person shall perform any acts on behalf of CONTRACTOR without having said insurance in full force and effect.

11. HOLD HARMLESS

CONTRACTOR and its successors and assigns agrees to completely protect, save, defend, hold harmless and indemnify the City of Rogue River, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, or damage to any contractual, or other commercial right or interest, suffered or alleged to have been suffered all or in part by any person, property, or business, or from any other liability of whatever kind or nature arising out of any conduct, act, or failure to act, by CONTRACTOR, or by an employee, representative, or agent of CONTRACTOR.

12. MONIES DUE BUT NOT PAYABLE

The City may retain so much of the money due CONTRACTOR under and by virtue of this Contract as may be considered necessary to pay for any suit, action or claim for injuries or damages for which the CONTRACTOR is responsible per the terms of this contract; or in case no money is due, CONTRACTOR's surety as set forth in the Payment and Performance Bond, or any cashier's or certified check presented and approved in lieu thereof, may be held by the City until any such suits or actions, or claims for recoveries for injuries or damages and the like, without limitation, shall have been settled and suitable evidence to that effect is furnished to the City; except that money due the CONTRACTOR will not be withheld after the CONTRACTOR produces satisfactory evidence that CONTRACTOR is adequately protected by public liability and property damage insurance as required herein. The City shall not be responsible for any of the foregoing all of which is the sole responsibility of the CONTRACTOR, with the said responsibility to exist at all times, and including those times when the work is in progress and during the one-year maintenance guarantee period thereafter, without limitation.

13. ATTORNEY FEES

If suit or action is brought by either PARTY to enforce any right created by this agreement, the prevailing PARTY shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.

14. IN ACCORDANCE WITH ORS CHAPTER 279

Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in such contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or a subcontractor of CONTRACTOR incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. Promptly, as due, make payment to any person, co-partnership association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of 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 or paying for such service.
- F. Comply with all laws and administrative rules of the United States, the State of Oregon, and the City of Rogue River.
- G. Not fail, neglect or refuse to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the public contract as such claim becomes due. If failure, neglect, or refusal occur, the proper officer or officers representing the CITY 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 CONTRACTOR by reason of this agreement. The payment of a claim in the manner authorized in this section shall not relieve the CONTRACTOR or CONTRACTOR'S surety from obligation with respect to any unpaid claims.

- H. Not employ any person for more than eight 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 pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 297.334.

15. ENTIRE CONTRACT

This AGREEMENT represents the entire contract between the PARTIES. It is the intent of the PARTIES that prior conversations or writings between the PARTIES which are not specifically incorporated by reference into this AGREEMENT may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the PARTIES, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the PARTIES or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. V. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990)).

16. ORAL MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may not be orally modified or waived.

17. DEFECTIVE WORK

If any part or portion of the work done or material furnished under this contract shall prove defective and not in accordance with the drawings and specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the owner shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable.

IN WITNESS WHEREOF, the PARTIES have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CITY OF ROGUE RIVER:

BY: _____ **DATE:** _____
Pam VanArsdale, Mayor

ATTEST: _____ **DATE:** _____
(Print Name)

CONTRACTOR:

BY: _____ **DATE:** _____
(Signature)

(Print Name) (Title)

Bid Schedule

2016 Street Improvements- Pavement Overlays

Item	Item/Unit of Measure	Estimated Quantity	Unit Bid Price	Bid Amount
1	MOBILIZATION, EROSION CONTROL & CLEANUP			
	LS	1		
2	TEMPORARY TRAFFIC CONTROL & TEMPORARY CENTER MARKERS			
	LS	1		
3	COLD PLANE AC REMOVAL UP TO 3 INCHES DEPTH			
	SY	26,000		
4	EDGE PLANE AC MIN. 6-FEET WIDE BY 2-INCH DEPTH			
	LF	15,000		
5	REMOVE & REPLACE INADEQUATE BASE WITH 1-INCH MINUS			
	CY	100		
6	REMOVE & REPLACE INADEQUATE SUBGRADE WITH 4-INCH MINUS			
	CY	100		
7	GEOTEXTILE BASE FABRIC			
	SY	2,000		

Item	Item/Unit of Measure	Estimated Quantity	Unit Bid Price	Bid Amount
8	LEVEL 3, 1/2 INCH DENSE HMAC			
	TON	6,000		
9	HMAC REPAIR PATCH- PER 3-INCH LIFT			
	SY	700		
10	PLANE OR FEATHER AC TO MATCH STREET AND DRIVE APPROACHES IN NON-EDGE PLANE AREAS			
	EACH	60		
11	DEMO CONCRETE CURB, GUTTER AND SIDEWALK INCLUDING ADA RAMPS			
	SF	1,600		
12	CONCRETE CURB AND GUTTER			
	LF	400		
13	CONCRETE SIDEWALK			
	SF	400		
14	CONCRETE ADA RAMP WITH TRUNCATED DOME			
	SF	14		
15	VALVE BOX ADJUSTMENT			
	EACH	45		
16	MANHOLE FRAME ADJUSTMENT WITH NEW GRADE RINGS			
	EACH	45		

Item	Item/Unit of Measure	Estimated Quantity	Unit Bid Price	Bid Amount
17	3/4-INCH MINUS SHOULDER ROCK			
	TON	150		
18	CURTAIN DRAIN			
	LF	60		
			Total Bid =	

CITY OF ROGUE RIVER
2016 Street Improvements- Pavement Overlays- Appendix A

ARBOR ST

B EGLUND ST W Main St to north end of School

BROADWAY First St to Second Street

BROADWAY Fourth St north 250 feet

BROADWAY Seventh St north to end

CLASSICK DR Depot St to Madrone St

DISCOVERY LN

FIRST ST Pine St to Broadway

FOURTH ST Oak St to Cedar St

GILMORE ST

GOLD TERR

MADRONE ST

MARIE CIRCLE

NUGGET DR

OAK ST E. Main St to First St

PARK ST

PLACER ST

SECOND ST Oak St to Cedar St

SHORT ST

SUNNYBROOKE

WARDS CR RD E Main St to City Limit

Unnamed Alley Gardiner St to Park St