

BID REQUEST / BID DOCUMENTS

Hwy 101 North Water Transmission Main
City Project No. WW 12-01

Specifications & Bid/ Proposal Package

City of Florence
Council Chambers
250 Highway 101 North, Florence, Oregon 97439

Bid Opening/Closing: August 9, 2011 at @ 2:00 PM
Mandatory Pre-Bid Meeting July 25, 2011 at 10:00AM

CITY OF FLORENCE, OREGON

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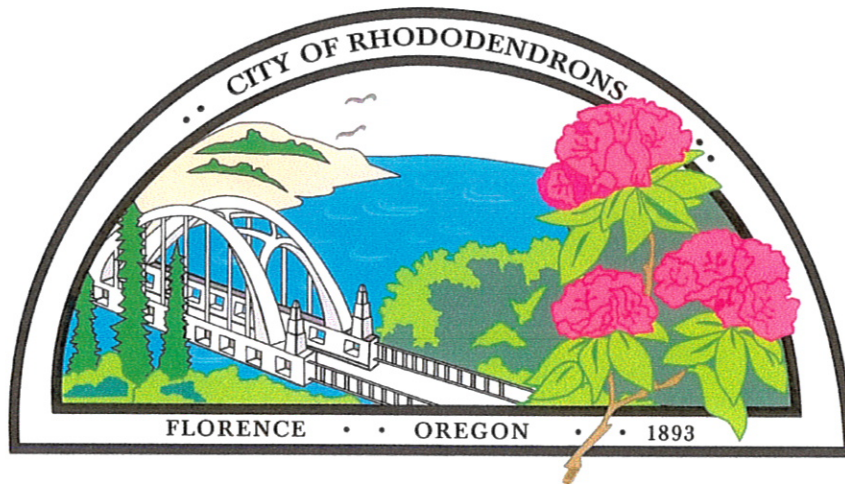
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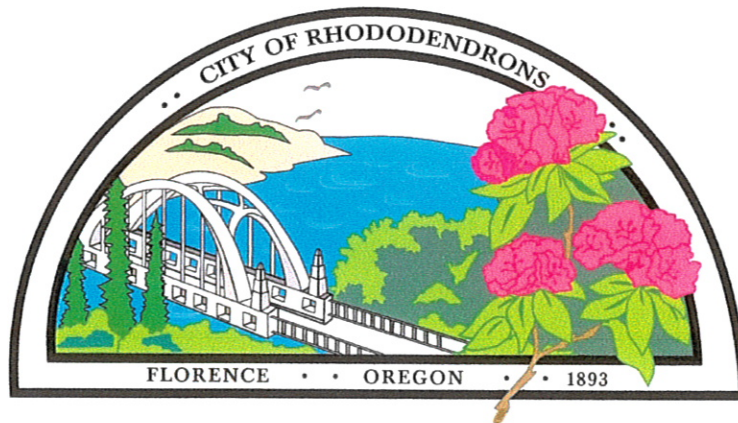
OTHER DOCUMENTS

- City of Florence Standard: The Oregon 2008 Standard Specifications are applicable to the Schedule of Bid Items -
Available on the internet at:
http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml#2008_Standard_Specifications
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THE INVITATION

- MANDATORY PREBID NOTICE
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MANDATORY MEETING PRE-BID NOTICE

To: All Contract Document Holders

HWY 101 NORTH WATER TRANSMISSION MAIN PROJECT WW-12-01

Please be advised that on **July 25, 2011 at 10:00AM**, the City of Florence will hold a **MANDATORY PRE-BID MEETING** in the City Hall Council Chambers, City of Florence, 250 Hwy 101 North, Florence, Oregon 97439.

The purpose of the meeting will be to discuss any questions that may arise regarding the subject project and to make all Contract Document holders aware of the City's expectation of the finished work.

Please be prepared with copy of plans and specifications in hand at mandatory pre-bid meeting to discuss the project.

All Contract Document holders **MUST** be in attendance at this meeting to bid on this contract.

CITY OF FLORENCE INVITATION FOR BIDS

HWY 101 NORTH WATER TRANSMISSION MAIN

NOTICE IS HEREBY GIVEN that sealed bids will be accepted by the City Recorder or the Recorder's designee at the City of Florence, 250 Hwy 101 North, Florence, Oregon 97439; the time of the bid receipt will be recorded by either official. Acceptance of **bids will be officially closed at 2:00 PM Pacific Time, on August 9, 2011**, and immediately thereafter the bids will be publicly opened and read in the City Hall Council Chambers.

The City of Florence is requesting qualified Contractors to submit bids for the **Hwy 101 North Water Transmission Main Project**. The Project includes the construction of 1907 lineal feet of 12-inch PVC water transmission main together with 10 water service connections, three fire hydrants, removal of an abandoned intertie water meter, removal of 101 lineal feet of asbestos pipe, salvage of guard rail and restoration of various improved surfaces. The scope and the requirements are included in the bid documents.

The bid proposal shall be submitted under sealed cover and marked with the Contractor's name and following project: **Hwy 101 North Water Transmission Main, Project No. WW 12-01**

All proposals must be submitted on the regular forms furnished and shall be accompanied by an unconditional certified check or bidder's bond in an amount equivalent to five (5) percent of the total amount of the bid. The award will be made to the lowest qualified bidder who will be asked to furnish a **Separate** 100% Corporate Surety Performance Bond and a **Separate** 100% Payment Bond for the faithful performance of the contract. ***The Contractor's may be asked to have their Surety furnish a letter certifying they have currently reviewed the Contractor's financial statement and that the Contractor is financially sound prior to award.***

Plans, specifications, addenda, plan-holders list may be viewed, printed or ordered on line from the Eugene Builders Exchange (EBE), 2460 West 11th Avenue, Eugene, Oregon; Phone: 541-484-5331; Contact: Linda Stumbaugh – E-Mail: linda@ebe.org. The written specifications and addendas may also be viewed on the City's web site: ci.florence.or.us/ - go to "Business" Bids & RFP's. Contractors are responsible for checking these web sites for the issuance of any addenda prior to submitting a bid. "Prime" bidders should register with **the Eugene Builders Exchange**. Bid results, contact EBE or Bob Griffith at the City of Florence 541-997-4106.

Technical questions regarding the project should be directed to Project Engineer Dan Graber, at 541-997-7370.

A MANDATORY Pre-Bid conference will be held in the City of Florence Council Chambers at City Hall on **July 25, 2011 at 10:00 AM.**

Qualifications: Bidders must be an established business (minimum **three** years) doing like projects and be qualified in the appropriate classes of work in accordance with ORS 279C.375 **prior to award** of contract. In addition, they must be qualified by the State of Oregon Transportation Commission (current ODOT approval) under the provisions of ORS 279C.435 and rules and regulations adopted pursuant thereto on the forms furnished by ODOT prior to award. No bid for a construction contract shall be received or considered by the City of Florence unless the bidder is Licensed with the Construction Contractors Board or by the State Landscape Contractors Board as required by ORS 671.530 **and has a current Public Works Bond of \$30,000.00 prior to starting Work on the Project.**

The City reserves the right to reject any Contractor who has not performed acceptably on past projects with the City ***or with others (this includes sub-contractor relationships); And reserves the right to reject any Contractor who the City determines that they cannot do the project within the project timeline or does not meet the requirements of ORS 279C.375.***

This Project is for public improvement and therefore subject to ORS 279C.800 thru 279C.870 Oregon State prevailing wage requirements. No bid will be received or considered by the City of Florence unless the bid is signed on the City of Florence format that includes/contains a statement by the bidder that the provisions of ORS 279C.840 are to be complied with. This work does not require a licensed asbestos abatement contractor (ORS 468A.720). However, the Contractor must utilize personnel certified to handle the removal of asbestos pipe.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in the bid documents.

Contractors will state whether they are a resident bidder as defined in ORS 279A.120 in accordance with the certifications in the bid documents.

If this project is over \$100,000, a subcontractor listing **is required and can be** submitted with the bid. If the subcontractor listing is not submitted with the bid, it must be received within two (2) hours after the bid closing time and date at the City of Florence, City Public Works, 989 Spruce Street, Florence, Oregon 97439 to the attention of Bob Griffith, E-Mail: bob.griffith@ci.florence.or.us Facsimile is also acceptable at 541-902-1333. Failure to supply a correct subcontractor listing may result in bid rejection.

Request for specification change will be made a minimum of five (5) days prior to the proposal receipt date. Protests of bid results must be in writing, must be a bidder in legal standing, and must be made within five (5) days of the posted award date in accordance with ORS 279B.400 thru ORS 279B.420. The protest will be marked with this project and addressed to Bob Griffith at 989 Spruce Street, Florence, Oregon 97439.

The City may reject any bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 and may, for good cause, reject all bids upon a finding by the City of Florence if it is in the public interest to do so in accordance with ORS 279C.395 and Public Contracting Rule 137-049-0270.

By: Dan Graber

**HWY 101 NORTH WATER TRANSMISSION MAIN
PROJECT NO. 12-01
SCOPE OF WORK**

Requirements of Project:

- The Project includes the construction of 1907 lineal feet of 12-inch PVC water transmission main together with 10 water service connections, three fire hydrants, removal of an abandoned intertie water meter, removal of 101 feet of asbestos pipe, salvage of guard rail and restoration of various improved surfaces. The Contractor shall furnish all Materials, Equipment, labor, transportation, and incidentals required to complete the Work, and meet specific time limited requirements, according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

Location of Project: City of Florence, Oregon along Highway 101 from Munsel Lake Road north roughly 1850 feet to the current City limits.

Purpose of Project: To provide City water with improved fire flows to the new City service area previously served by Heceta Water District.

Project Engineer:

All questions should be directed to: Daniel P. Graber, PE,
541-997-7370

City Schedule:

Mandatory Pre-Bid Meeting **JULY 25, 2011 AT 10:00 AM**
CITY HALL COUNCIL CHAMBERS, 250 HWY 101, FLORENCE, OR.

Bids Closed / Opened & Read **August 9, 2011 at 2:00 PM**
CITY HALL COUNCIL CHAMBERS, 250 HWY 101, FLORENCE, OR

Projected City Council Approval Date: **AUGUST 15, 2011**
Projected Award Date: **AUGUST 17, 2011**
Projected Start Date: **SEPTEMBER 6, 2011**
Completion Date: **November 31, 2011**

City of Florence Standards & Specifications are Herein Made Part of This Contract as if They Were Attached, and are Available on the ODOT web site at http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml#2008 Standard Specifications (this is all one e-mail address)

Whenever possible, the Contractor will endeavor to use recycled products in the best interest of the Contractor and the City. Please do not use recycled products if the integrity of the project is compromised.



INSTRUCTIONS TO BIDDERS

DOCUMENT HOLDER INFORMATION

INSTRUCTIONS TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms that are to be filled out and executed.

2. EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3. BIDDERS' UNDERSTANDING

Bidders should visit the work site to ascertain by inspection, pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City of Florence, hereinafter called City, shall make available to all prospective bidders, previous to the receipt of bids, information that they may have as to subsoil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

4. BID REQUIREMENTS – DOCUMENTS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL; And First-Tier Subcontractor Disclosure Form Within Two Hours.

- Schedule of Bid Items – This must be completed and signed.
- Five percent Bid Bond – A Bid Bond/Bid Security shall be submitted with this proposal and shall be not less than five percent of the total amount bid and may be shown in dollars or on a percentage basis. The bidder, at his option, shall furnish a bid bond, postal money orders, certified check, or may deposit in accordance with Treasury Department Regulation, bond or notes of the United States (at par value) as security in the amount required.
- Addenda Certifications – Signed by Contractor with number and date of addendas noted.
- Contract Certification – Signed by Contractor.
- ORS Statutory (ORS) Certifications – Signed by Contractor including CCB Number.
- Within two (2) hours of the bid closing time and date, the First-Tier Subcontractor Disclosure Form must be submitted – See bid package documents.

5. PREPARATION OF BIDS

- Bids shall be submitted as required in the Invitation for Bids. Where more than one schedule is given in the Schedule of Bid Items, the bidder may bid on any combination of schedules. If a bidder does not wish to bid on a schedule, he shall check "No Bid" in the space provided on that schedule.
- Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.
- Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specification allowing for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.
- Alternative bids will not be considered unless specifically called for.
- Telephone Facsimile (FAX) bids will be accepted on the following conditions:
 - The time factor does not allow any other means.

- The bid is sent to a third party (not the City), sealed and presented to the City.
- The signature is notarized.
- The original is mailed to the City as soon as possible.

6. SUBMISSION OF BIDS

Bids must be submitted as directed in the Invitation for Bids.

7. RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn upon written or telegraphic request of the Bidder at any time prior to opening.

9. PRESENCE OF BIDDERS AT OPENING

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

10. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

11. AWARD OF CONTRACT FOR CONSTRUCTION

- The low bidder(s) will be determined on the basis of the sum of the lowest prices for each appropriate Schedule or as specified in the Contract Document.
- The Contract for Construction shall be awarded to the lowest responsible Bidder(s) as soon as practicable after the bid opening, subject to the reservations of paragraph 12 herein. The City reserves the right to waive any informality in bids at City's discretion.
- The City reserves the right to wait until the protest period (5 days) has elapsed before entering into a written contract. In the event a protest is made, the City will not enter into a written contract until the protest is resolved.
- Notice of Award, announcement of apparent low bidder is not a binding contract. Only a signed written contract will be binding to the City.

12. REJECTION OF BIDS

The City reserves the right to reject any and all bids.

13. CONTRACT, BONDS, AND INSURANCE

- The Bidder to whom award is made shall enter into a written Contract for Construction with the City within the time specified in the Contractor's Proposal.
- Payment and Performance Bond shall be furnished at the time of signing the Contract for Construction.
- The insurance required by this Contract shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.
- ODOT requires a permit to work within their right of way. The permit requires a performance bond and insurance with \$1,000,000 general liability.

14. WAGES AND SALARIES: Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

15. SUBCONTRACTORS

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 in accordance with ORS 279C.370 – See also Contract bid documents which includes form required.

16. CHANGES TO PLANS, SPECIFICATIONS, OR QUANTITIES BEFORE OPENING BIDS

The City of Florence reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities before the opening of the bids.

DOCUMENT HOLDER INFORMATION

Pricing

Pricing will be firm and irrevocable for Sixty (60) days after the bid opening.

Unit Billing

Unit prices for materials/equipment are considered furnished and installed prices. Billing reflecting material only will not be accepted. Invoices/billings will be processed only for those units (or percentage) that are installed.

Federal Mandate (DOT)

As of January 1, 1996, all Contractors whose employees are required to have a Commercial Driver's License (CDL) must comply with Department of Transportation Controlled Substance and Alcohol Program and testing rules.

Oregon Senate Bills

Compliance to HB 2574: Effective October 23, 1999, HB 2574 (Drug and Alcohol Testing for Public Works Contract). This contract requires the Contractor/subcontractors to demonstrate that an employee drug and alcohol testing program is in place and that employees who are engaged in the construction, reconstruction or maintenance of a project have tested negative for drugs and alcohol or have entered a rehabilitation program.

Compliance to HB 2895: Interest to be paid if Contractor or first-tier subcontractor fails to make payment within 60 days to those supplying labor or materials on this contract will be three times the discount rate on 90 - day commercial paper (approximately 18%), but not to exceed 30%.

If any Contractor or subcontractor fails to pay for labor or material on this contract, the unpaid contractor may file a complaint with the Construction Contractors Board (CCB).

The City in compliance to HB 2895 will utilize the CCB list of contractors to determine whether a bidder is qualified for this project; and based on this list (and the City's own list), the City of Bend will reject any unqualified bidder.

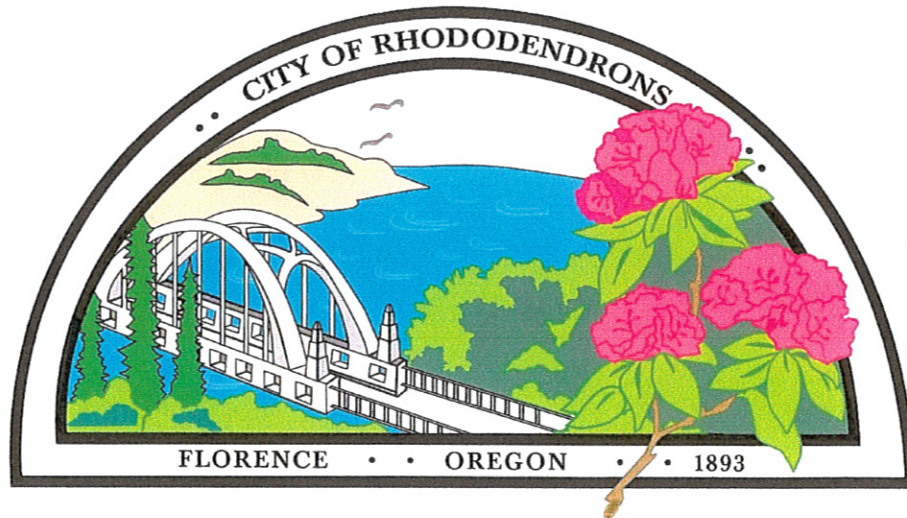
Copies of Plans & Specification

Any additional copies of the plans and specifications will be at Contractors expense.

Brand Name Specification

Brand name specification: if a brand name is given, it is only intended to define a quality and type desired by the City and is not intended to eliminate any competition or like equipment. The City, however, reserves the right to approve the exceptions taken to the specifications.

Questions: Contact: Daniel P. Graber, P.E. 541-997-7370, dan.graber@ci.florence.or.us



BID DOCUMENT PACKAGE

BID DOCUMENTS

TO BE SUBMITTED WITH YOUR BID

TO BE CONSIDERED RESPONSIVE, THE FOLLOWING MUST BE PRESENTED TO CITY OF FLORENCE AT THE SPECIFIED PLACE PRIOR TO THE BID TIME AND DATE – EXCEPT AS NOTED FOR THE FIRST TIER SUBCONTRACTOR DISCLOSURE:

- **SCHEDULE OF BID ITEMS** – MUST BE COMPLETE – MUST BE SIGNED AND DATED. **PREQUALIFICATION DATA** IF NOT PREVIOUSLY SUBMITTED, MUST BE INCLUDED.
- **BID BOND** – MUST BE A MINIMUM OF 5% OF THE BID PRICE – SIGNED BY SURETY AND CONTRACTOR
- **THE ADDENDA CERTIFICATION FORM** – MUST BE SIGNED, DATED AND ALL ADDENDA'S NOTED.
- **THE CONTRACT CERTIFICATION FORM** – MUST BE SIGNED AND DATED
- **THE OREGON STATUTORY (ORS) CERTIFICATION FORM** – MUST BE SIGNED, DATED AND THE CONTRACTOR CCB REGISTER NUMBER SHOWN
- **THE FIRST TIER SUBCONTRACTOR DISCLOSURE FORM** (IF YOUR BID IS OVER \$100,000 THIS FORM MUST BE SUBMITTED). THIS MAY BE FURNISHED WITH THE BID IN THE SAME ENVELOPE, IN A SEPARATE ENVELOPE OR MAY BE FAXED TO BOB GRIFFITH AT 541-902-1333. HOWEVER PRESENTED, THE CITY MUST HAVE THE SUBCONTRACTOR LISTING WITHIN TWO (2) HOURS OF THE SPECIFIED BID CLOSING TIME.

Hwy 101 North Water Transmission Main**SCHEDULE OF BID ITEMS**

**(THE CITY OF FLORENCE STANDARDS & SPECIFICATIONS, GENERAL CONDITIONS, SPECIAL SPECIFICATIONS
AND ANY DRAWINGS PROVIDED ARE APPLICABLE TO ALL BID ITEMS)**

Item #	Description of Item	QTY	Unit	Unit Cost	Total Bid Price
1	Mobilization	LS	1	\$	\$
2	Temporary Traffic Control	LS	1	\$	\$
3	Erosion and Sediment Control	LS	1	\$	\$
4	Clearing and Grubbing	LS	1	\$	\$
5	Compaction Testing	LS	1	\$	\$
6	Construction Staking	LS	1	\$	\$
7	Pothole Explorations	LS	1	\$	\$
8	Sawcut Existing Pavement	LF	864	\$	\$
9	Trench Resurfacing - Shoulder Rock 1"-0	LF	1400	\$	\$
10	Trench Resurfacing - Asphalt Concrete Patch	LF	422	\$	\$
11	Trench Resurfacing - Hydroseed	LS	1	\$	\$
12	Trench Resurfacing - Landscaping	LS	1	\$	\$
13	Water Main Chlorination & Testing	LS	1	\$	\$
14	Temporary Water Shut Down	LS	1	\$	\$
15	Remove Abandoned Water Meter Station	LS	1	\$	\$
16	12" C900 Water Line	LF	1907	\$	\$
17	12" Butterfly Valve	EA	9	\$	\$
18	12" Tee	EA	2	\$	\$
19	12" 90° Bend	EA	1	\$	\$
20	12"x6" Tee	EA	3	\$	\$
21	12" Blind Flange	EA	1	\$	\$
22	6" C900 Water main	LF	44	\$	\$

23	6" Gate Valve	EA	3	\$	\$
24	Fire Hydrant	EA	3	\$	\$
25	Water Meter Box, Service Connection / Abandonment	EA	10	\$	\$
26	1" Water Service	LF	210	\$	\$
27	12" Sleeve	EA	3		

Total Amount of Bid \$ _____

Total Bid price written out in words _____

***Note: All Unit Price Bids should be considered as "Furnished and Installed".
Billing is to be as complete units and partial bills will not be paid.***

To Be Considered Responsive, the following page must be signed and completed by your firm:

BINDING SIGNATURE FOR THIS BID

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Florence' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply to the provisions of ORS279C.840 (BOLI Wage Requirements).

Company _____

Street/PO Box: _____

City/State/Zip: _____

By _____ Date: _____
(Signature of Authorized Official)

By _____ Title: _____
(Type or Print Name)

E-Mail: _____ Phone: _____

Fax: _____ Fed ID (Tax No.) _____

Surety Company: _____

Contact at Surety _____ Phone _____

Surety Address: _____

CCB# _____ No. Years Registered w/CCB _____

Classification With CCB: _____ Any Outstanding Liens or Claims? Yes ____ No ____

REQUIREMENTS FOR BID BOND – PLEASE USE YOUR OWN SURETY’S FORMAT

BID BOND FORMAT

Herewith find a deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ _____, an amount which is not less than five percent of the total bid.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Bend, Oregon, as obligee, hereinafter called City, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if City shall make any award to the Principal for _____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with City in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by City; or if the Principal shall, in case of failure so to do, pay and forfeit to City the penal amount of the deposit specified in all the bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to City, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

Principal _____

Surety _____

Received return deposit in the sum of \$ _____

_____ 20_____. _____

**ADDENDA CERTIFICATIONS
MISTAKES IN BIDS**

**THE SECTIONS FROM THE OREGON ATTORNEY GENERAL MODEL PUBLIC CONTRACT RULES
ARE HEREIN MADE PART OF THE CONTRACT DOCUMENTS**

ADDENDA: We hereby certify that we did receive the following Addenda to these specifications:
#_____ dated: _____.

CONTRACTOR

DATE

MISTAKES IN BIDS

General.

Clarification or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the public agency or the fair treatment of other bidders.

Mistakes Discovered After Bid Closing but Before Award.

This subsection prescribes procedures to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- **Minor Informalities.**

Minor informalities are matters of form rather than substance that are evident from the bid documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the public agency; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price. Examples include, but are not limited, to the failure of a bidder to:

- Return the number of signed bids or the number of other documents required by the bid documents;
- Sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- Acknowledge receipt of an addendum to the bid documents, but only if:
 - It is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
 - THE ADDENDUM INVOLVED DID NOT AFFECT PRICE, QUANTITY, QUALITY, OR DELIVERY.

- **Mistakes Where Intended Correct Bid is Evident.**

If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the public agency may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the bid form may also include instances in which the intended correct bid is made clearly evident by simple arithmetic calculations. For example, missing unit price may be established by dividing the total bid item by the quantity of units for that item, and a missing or incorrect total bid for an item may be established by multiplying the unit price by the quantity when those figures are available on the bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

- **Mistakes Where Intended Correct Bid is Not Evident.**

The public agency may not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

**OMISSIONS AND AMBIGUITIES ON THE BID SUBMISSION WILL BE
CONSIDERED GROUNDS FOR REJECTION.**

CONTRACT CERTIFICATIONS
(Must be signed and included with Bid Proposal)

We hereby certify that we have carefully examined the Contract Documents for the activity required by the specifications and will, if a trade contract, furnish all machines, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents.

We hereby certify that if our Proposal is accepted, we will within seven (7) calendar days after Contract award, sign the Contract and will, at that time, deliver to the City of Florence the Performance and Payment Bond (if required).

NON-COLLUSION AFFIDAVIT

We hereby certify that the bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and we further certify that we have not directly or indirectly induced or solicited any bidder or suppliers to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

We hereby agree to furnish the City of Florence, before commencing the work under this Contract, the certificates of insurance, if specified, in these documents.

We hereby certify that we will represent and warrant all work done by our subcontractors and that the work will be done in a good workmanlike manner under our direct supervision. We will notify the City of Florence, prior to any subcontract work being done, the name of the subcontractor or subcontractors to be used and the percentage of work that each subcontractor will perform.

CONTRACTOR _____
(Authorized Official)

DATE _____

OREGON STATUTORY (ORS) CERTIFICATIONS
(MUST BE SIGNED AND INCLUDED WITH BID PROPOSAL)

•**WE HEREBY CERTIFY** to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **WE CERTIFY** also that we shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. **WE CERTIFY** also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

We Hereby Certify that if the contract is for a public work subject to ORS 279C., that the provisions of ORS 279C.840 or 40 U.S.C. 276a will be complied with.

•**WE HEREBY CERTIFY** that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

We hereby Certify that we are a "Resident Bidder" as defined in ORS 279A.120; that we have paid taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid and have a business address in Oregon. If we are not a "Resident Bidder", we will so indicate below – including the business location and if the location gives preferential treatment to local bidders – include the percent given.

•**WE HEREBY CERTIFY** that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) days before the proposal deadline.

•Whereas, State and Federal law **prohibits discrimination** in employment on the basis of race, color, religion, sex, disability, familial status, or national origin, and whereas the City of Florence supports and has set-forth a policy of equal employment opportunities for all, the following certification is required: **WE HEREBY CERTIFY**, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Florence policy of non-discrimination.

Contractor _____
(Authorized Official)

Date _____

EXCEPTIONS to the above Certifications. The Contractor will cross out those items they cannot certify to and then list the reasons for the exception:

PRIME CONTRACTOR NAME _____

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM – PROJECTS OVER \$100,000.00
(ORS 279C.370)**

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor (**furnishing labor**) is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must separately disclose the following information about that Subcontractor Listing within two (2) hours of bid closing:

- (1) The subcontractor's name and address,
- (2) The subcontractor's Construction Contractor Board registration number, if one is required,
- (3) Dollar amount of work.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. THE BIDDER MAY SUBMIT THE DISCLOSURE FORM WITHIN THE BID PACKAGE, BY SEPARATE ENVELOPE OR BY FACSIMILE.

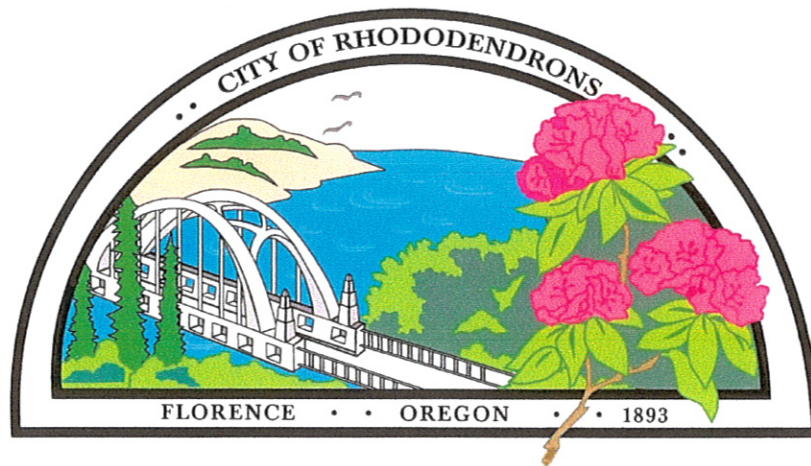
Hwy 101 North Water Transmission Main, City Project No. WW-12-01

Bid Closing Date and Time: August 9, 2011 at 2:00 PM

Contractor Name & Address	Work Type	CCB Number	Amount

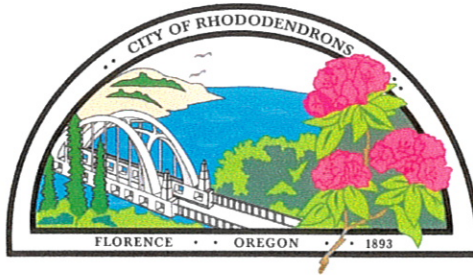
If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "None" on the above contractor listing.

**THE CITY OF FLORENCE MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THIS DISCLOSURE FORM
WITHIN TWO (2) HOURS OF THE BID CLOSING.**



SAMPLE CONTRACT

TERMS & CONDITIONS APPLICABLE TO THIS PROJECT



CITY OF FLORENCE PUBLIC IMPROVEMENT CONTRACT

HWY 101 NORTH WATER TRANSMISSION MAIN PROJECT NO. WW 12-01

This Contract is between the City of Florence, an Oregon Municipal Corporation ("City") and _____ ("Contractor").

Recital

City of Florence selected contractor to perform work for the City by a competitive bid process. Contractor submitted the lowest qualified bid for the Project.

Contractor Information

Name: _____
Address: _____ Phone: _____
Fax: _____ Contact: _____ E-Mail: _____
CCB No.: _____ Fed ID (Tax) No. _____

TERMS & CONDITIONS OF CONTRACT

TERM – DURATION OF CONTACT

This Contract shall be effective when signed by both parties and Contractor has submitted the required certificates of insurance and performance and payment bonds. It shall remain in effect until the work on the Project has been completed, the improvement accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

- Work shall commence as stated in the notice to proceed from City to Contractor
- Work shall be complete by November 31, 2011

SCOPE OF WORK

Contractor shall construct a Water Transmission Main (the "Project") in the City of Florence, Oregon running parallel to Highway 101 from Munsel Lake Road north to the City Limits. The Project includes the construction of 1907 lineal feet of 12-inch PVC water transmission main together with 10 water service connections, three fire hydrants, removal of an abandoned intertie water meter, removal of 101 lineal feet of asbestos pipe, salvage of guard rail and restoration of various improved surfaces. The Project is described in more detail in the attached details in the City's specifications and drawings for this Project. Contractor hereby agrees to furnish all of the materials, labor, water, tools, equipment, light, power, transportation, and other work needed to construct the Project. Collectively all documents herein, plans, referenced laws, statutes, codes, procedures, material specifications, and schedules are applicable to the scope of Work.

PAYMENT

City shall pay Contractor according to the schedules and unit prices as quoted by Contractor "Exhibit A". The maximum total payment under this Contract without approved written change orders is \$_____.

Application for Payment

Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. Contractor will direct the application for payment or invoice to the City of Florence, attention City Engineer, 250 Highway 101 North, Florence, Oregon 97439. City shall make progress payment equal to the value of the completed work, less amounts previously paid, less retainage of five percent, less any deduction for claims and damages paid by the City of Florence due to acts or omissions of the Contractor and for which he/she is liable under this Contract within 15 days of receipt of the invoice and the prevailing wage certificates certifying that he/she has paid not less than the prevailing rate of wages as required by ORS 279C.840. The form/application for payment shall be acceptable to the City of Florence.

Application Free of Encumbrances

Contractor warrants and guarantees that all work, materials and equipment covered by any application for payment, will pass to City of Florence at the time of payment free and clear of liens, claims, security interests and encumbrances.

Engineer Review & Approval of Application for Payment

City Engineer will, after receipt of each application for payment, either indicate in writing his/her approval of payment and present the application to the City of Florence, or return the application to Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit for application.

Payment on Estimated Quantities

Nothing contained in this contract shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work should such work be later found not to comply with any of the provisions of this Contract document. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Acceptance by the Contractor of progress payments based on periodic estimates of quantities of work shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

Final Payment

Final payment shall be made in accordance with Section 115.5.00 of the General Conditions.

COMPLIANCE WITH LAW

Contractor shall comply with applicable federal, state and local laws, ordinances, and regulation. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and will all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations.

ENVIRONMENTAL

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. The City reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the Contract, City, in accordance with ORS 279C.525, may (a) Terminate the Contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City & Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525. If the City chooses to terminate the contract under this subsection, Contractor, if no negligence or omission on his/her part, shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

OREGON STATE PUBLIC CONTRACT PROVISIONS

Contractor Shall:

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for the Contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the of the Contract.
- Not permit any lien or claim to be filed or prosecuted against the City.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

Prompt Payment/Contractor Refusal to Make Payment:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the 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 the contract.
- If Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with, the person may file a complaint with the Construction Contractor Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

Hours of Labor – Posting Hours of Labor:

- For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours of work in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
 - c. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - d. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).
- Contractors and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Medical Coverage to Employees:

- Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Worker's Compensation:

- All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

Recycle Materials:

- Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's cost do not exceed the costs of non-recycled products by more than five percent (5%).

Obligation to Pay Subcontractor & Suppliers within 10 Days:

- Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

Certifications:

- By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws. In addition: Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract/Agreement.

INDEMNITY – HOLD HARMLESS

Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of the Contract/Agreement or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. In addition, Section 109.4.00 "Hold Harmless" of the General Conditions is applicable to this Contract.

INSURANCE

General Liability

- Contractor shall purchase and maintain commercial general liability insurance with minimum coverage of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City as an additional insured and cover acts and omissions of Contractor and its Subcontractors of any level. Contractor shall be liable for the full amount of any claims resulting from negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in the performance of this Contract, even if not covered by or in excess of insurance. In addition, Section 104.3.00, 104.4.00 and 104.5.00 of the General Conditions is applicable to this Contract.

Workers Compensation

- Workers compensation insurance as required by ORS Chapter 656. Contractor shall ensure that each subcontractor obtains workers compensation insurance. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing Work. In addition, Section "Oregon State Public Contract Provisions" – subsection "Workers' Compensation" and section "Independent Contractor – Non-Partnership" of this Contract is applicable.

Builder's Risk

- Contractor shall provide builder's risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for amount equal to at least the value of the amount installed. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the City of Florence as loss payee. In addition, Section 104.6.00 of the General Conditions is applicable to this Contract.

Automobile Insurance

- If required, the combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements. In addition, Section 104.6.01 is applicable to this Contract.

BONDS

Payment and Performance Bonds

- Contractor shall provide a separate Performance Bond and a separate Payment bond in a form acceptable to the City of Florence. Each bond shall be equal to 100% of the Contract amount. The Performance Bond and Payment Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Bend's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

Public Works Bond

- Contractor will file with the Construction Contractors Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.

CONFLICT OF INTEREST

Contractor shall not give or offer any gift, loan, or other thing of value to any City official or employee. The Contractor shall not rent, lease, or purchase materials, supplies, or equipment, with or through any City official or employee.

IMPACT ON TRAFFIC AND PROPERTY

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; And in accordance to 110.4.00 and 110.4.01 of the General Conditions, shall provide a traffic plan, maintain two-way traffic unless approved otherwise by the City of Florence, and make every effort to maintain public safety and convenience. Contractor shall provide adequate noise control and shall control all obstructions to traffic in accordance with the manual on uniform traffic control devices if applicable.

PREVAILING WAGE

Basic Requirement

- In accordance to ORS 279C.840, Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those in effect at the time Project was first advertised.

Posting of Prevailing Wage Rates

- Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

Certifications of Wage Rates to City of Florence

- Contractor shall furnish weekly to the City of Florence certified statements, in writing on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly rate of wage paid each worker whom the Contractor the Subcontractor has employed upon the public works improvement; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract.

- If the Contractor has not filed the certified statements as required under this contract, The City of Florence is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.

Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates

- When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

Access to Wage Rate Records – Worker Interview Verification

- Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage and or the higher of the State prevailing wage rate and the Davis-Bacon wage rate is actually being paid and shall make payment records available to BOLI or Federal Officials on request. Contractor shall require Subcontractors to provide the same right of entry and inspection. In addition, shall allow interviews with persons with each discipline (trade) to determine if the correct wage rate is actually being paid.

All BOLI Requirements Applicable

- Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this Contract. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at: <http://www.oregon.gov/BOLI/WHD/PWR/index.shtml>. And available by contacting the Bureau of Labor & Industries at 971-673-0839

WARRANTIES

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Florence, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the City of Florence harmless from claims of any kind arising from damage due to said defects. In addition Section 109.7.00 of the General Conditions is applicable to this Contract.

LIQUIDATED DAMAGES

Contractor agrees to pay liquidated damages in accordance to Section 110.9.00 of the General Conditions. The City of Florence is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. If the Contract is terminated for default (see following "Termination") and if the Work has not been completed by other means on or before the expiration of Contract time or adjusted Contract time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the work.

TERMINATION OF CONTRACT AND SUBSTITUTED PERFORMANCE

Termination for Default – Termination of the Contract for default may result if the Contractor:

- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance to the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the City, upon demand the Contractor and Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the City because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the City's payment terms, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the City as a result of the termination. Final payment to the Contractor will be made according to the City's payment terms.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination of public convenience.

Termination for Public Convenience

- The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.
- Notice: The Engineer will provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.
- Compensation: Compensation for Work terminated by the Engineer under this provision will be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/un-paid) for such Work, materials and equipment; less any outstanding labor or material claims against the Contractor.

Substituted Performance

According to the City's procedures, and upon the Engineer's recommendation that sufficient cause exists, the City, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of materials on the Project Site;
- Take possession of materials not on the Project Site, for which the Contractor received progress payments;
- Take possession of equipment on the Project Site that is to be incorporated into the Work;
- Take possession of equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments; and
- Finish the Work by whatever method the City deems expedient.

If within the ten (10) calendar days' notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

ASSIGNMENT

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City of Florence.

INDEPENDENT CONTRACTOR – NON-PARTNERSHIP

The Contractor shall perform all work under this Project as an Independent Contractor or Independent Agent and shall not be considered as an agent of the City of Florence, nor shall the Contractor's Subcontractors or employees be sub-agents of the City of Florence. In addition:

- The Work to be rendered under this Project is that of Independent Contractor. Contractor is not an officer, employee, or agent of the City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its act and for the acts of its subcontractors, agents or employees during the performance of this Project. Contractor is an Independent Contractor for the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Contract/Agreement applicable to the Project.
- No Agency, Partnership or Joint Venture – Neither the City or Contractor by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the activities carried out under this Project.
- Any Contract/Agreement applicable to this Project is not intended to entitle the Contractor nor any of its Subcontractors to any benefits generally granted to City Employees. **Contractor shall be responsible for all federal or state taxes** applicable to compensation or payment paid to Contractor under any Contract/Agreement applicable to this Project.

FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, act of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

SEVERABILITY

In the event any of the provisions or portion of the Contract/Agreement are held to be unenforceable or invalid by any court of competent jurisdiction for any reason, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provisions or portions.

WAIVERS

No term or condition of this Contract/Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of the Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. The failure of either Party to enforce any provision of the project documents shall not constitute a waiver by the City of that or any other provision.

MERGER

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor by signature of its authorized representative hereby acknowledge that Contractor understands the Contract and agrees to be bound by its terms and conditions.

LIMITATION OF AUTHORITY

City retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

ATTORNEY FEES AND GOVERNING LAW

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court of the State of Oregon.

REMEDIES

The remedies provided for in the Contract are cumulative, and in addition to other remedies available at law. Contractor agrees that, due to the health, safety and welfare issues that relate to timely and acceptable completion of the Project to be constructed under this Contract, the City may not have an adequate remedy at law in the event of a breach of this Contract by Contractor, and that the City may obtain injunctive relief at the sole elections of the City.

COUNTERPARTS

The Contract may be signed in one or more counterparts (including change orders), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

GENDER: SINGULAR - PLURAL

Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in the Contract, they shall be construed to read in whatever form is appropriate to make the Contract applicable to all the Parties and all circumstances, except where the context of the Contract clearly dictates otherwise.

INTERCHANGEABLE TERMS IN CONTRACT AND RELATED DOCUMENTS

Contract and Agreement are interchangeable;

City and Owner are interchangeable; and

Engineer, City Engineer are interchangeable – this can be further construed to include Project Manager and Public Works Director and or the designee of the City Engineer and Public Works Director (collectively, an authorized official of the City of Florence).

NOTICES

All notices of a legal nature shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of such notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows: City of Florence, 250 Highway 101 North, Florence, Oregon 97439, Attn: City Manager, Phone: 541-997-3436. Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served up receipt of the facsimile or E-Mail, followed by mail delivery.

HWY 101 N. WATER TRANSMISSION MAIN

SPECIAL SPECIFICATIONS

GENERAL

All work will conform to City of Florence Standard: The Oregon 2008 Standard Specifications and the City of Florence Standard Drawing Details.

Contractor shall submit to the Project Engineer a detailed project schedule and submittal of all materials to be used on the project prior to the pre-construction conference. Contractor shall meet with the project team for a scheduled weekly field meeting through the duration of the project.

SUMMARY OF WORK

The work requires the construction of 1907 lineal feet of 12-inch water line, 3 fire hydrants, 10 water service connections and abandonment of old connections, removal of an abandoned 12-inch water meter vault, gravel and asphalt trench patch, sediment and erosion control and temporary protection and direction of traffic.

SPECIFICATIONS

1. MOBILIZATION

This item includes: All work necessary to mobilize on the project, demobilize and cleanup after completion of all work. Comply with Standard Specifications Section 210.

2. WORK ZONE TRAFFIC CONTROL

This item includes: All work necessary to temporarily protect the public and direct traffic through the work zone. Comply with Standard Specifications Section 220 Accommodations for Public Traffic, Section 225 Work Zone Traffic Control and as shown in the Oregon Temporary Traffic Control Handbook Chapter 4 Section 500 – Work on Multi-Lane Roads, Right Lane Closure.

The Contractor shall submit a traffic control plan to the City and ODOT and gain approval prior to commencement. This plan will maintain traffic at all times, will keep access to existing residences and businesses intact as is practicable for the duration of the project, will provide temporary signage as needed to direct traffic to local business access disrupted by the work, and provide 48 hour notice to property owners of temporary access closures. No road closures will be allowed.

All temporary signing and striping for traffic control shall be the responsibility of the Contractor and detailed as necessary on the traffic control plan submittal.

The Contractor shall provide a clean and clear roadway surface for public travel and shall employ all BMP measures necessary to prevent blowing sand and erosion consistent with Section 00280 of the Standard Specifications.

3. EROSION AND SEDIMENT CONTROL

This item includes: All work necessary to prevent sand erosion and wind blown sand, and to permanently stabilize surface areas at the earliest extent possible. Work zones shall be finish graded raked and all surfaces stabilized prior to any unfavorable weather conditions. Contractor shall furnish, install and maintain erosion control devices per the plans and details (See sheet D1) and in accordance with Standard Specifications Section 280. Less than one acre of ground will be disturbed by this project and therefore no DEQ permit is required.

Hydroseed mix shall include native grass seed, tackifier and a mulch fiber material.

4. CLEARING AND GRUBBING

This item includes: Remove vegetation and organic materials within the construction zone in accordance with Standard Specifications Section 320.

5. COMPACTION TESTING

This item includes: All material testing in accordance with the General Conditions Section 108.2 SAMPLES, TESTING AND INSPECTION and Standard Specifications Section 330.

One compaction test shall be taken for each 100 feet of trench and for each 3 feet of cover over the pipe.

Additional test shall be taken as follows:

Within the vicinity of the two 12"x12" water line tees the pipe bedding and pipe zone material shall be $\frac{3}{4}$ "-0 pursuant to the joint restraint table notes sheet C1 of the plans. Compaction tests shall be conducted at random locations on each run and branch of each tee.

In Section 330.46 (c) (2) delete all reference to 90% and compact full depth of trench to 95%.

All material test results shall be submitted to the Project Engineer within 48 hours after completion of the tests. Submittal of test results shall include both passing and failing tests and shall include the time, date, and location of each test. Any material that does not meet specifications may be rejected by the Engineer and replaced with approved material at no cost to the Owner.

6. CONSTRUCTION STAKING

This item includes: All work necessary to provide construction staking in accordance with the project General Conditions Section 108.4 CONSTRUCTION STAKING.

7. POTHOLE EXPLORATIONS

This item includes: All pothole explorations for the project. Pothole explorations are required to verify the location of all existing buried features to ensure no conflict with the proposed work. Vactor or other non-invasive methods may be used where appropriate. The existing asbestos concrete Heceta Water line shall remain undisturbed until temporary thrust restraint systems are in place and/or water pressure is released.

Contractor shall contact the Engineer immediately if any conflict with other utilities or other discrepancy arises.

8. SAWCUT EXISTING PAVEMENT

This item includes: Saw cut existing pavement in accordance with Standard Specifications Section 405. Limit the cut to the least width and extent practical for installation. Cuts shall be clean, vertical and made true to lines designated within tolerances of one inch. Depths of the cuts shall be sufficient to permit the removal of pavement between or alongside them without damage to pavement or structures to be left in place.

9. TRENCH RESURFACING - SHOULDER ROCK 1"-0"

This item includes: furnish and construct shoulder rock meeting Standard Specifications Section 00641. Placement of rock to match the existing limits depth and gradation of the existing section. Measurement shall be by the lineal feet of water line placed parallel to the roadway shoulder.

10. TRENCH RESURFACING - ASPHALT CONCRETE PATCH

This item includes: furnish and construct an asphalt concrete pavement patch section.

The patch shall be 4-inches of Level 2, ½-inch, Dense HMAC or matching the existing pavement depth if greater. Construct HMAC pavement patch in accordance with Florence Standard Drawing F-213 and Standard Specifications Section 00745 and seal edges in accordance with Section 495.40(e). AC shall be placed in lifts not greater than two inches. Incidental work for this bid item includes, but is not limited to, base rock, tack coating, surface preparation, edge sealing and other measures required to restore the existing pavement surface.

11. TRENCH RESURFACING - HYDROSEED

This item includes: Furnish and place an approved native seed, mulch tackifier, tracer and fertilizer mix on all disturbed ground or existing vegetated areas in accordance with Standard Specifications Section 1030. Tackifier shall contain no growth or germination inhibiting factors. Application tracer material shall be green dye to facilitate visual metering. Hydroseed mix shall form a slurry upon agitation for rapid and even dispersal. Mulch shall be virgin wood cellulose fiber such as: Silva-Fiber by Weyerhaeuser, Hydro Mulch by Conwed Corp., Spray Mulch by Spray Mulch Industries.

12. TRENCH RESURFACING - LANDSCAPE

This item includes: Furnish and install plants, bark, mulch, irrigation pipe and other landscape materials and appurtenances required to restore all private landscaping and irrigation disturbed or damaged by the work. All existing improvements shall be restored to their existing or better than existing condition in the judgment of the Project Engineer. All property abutting the project will be photo/video documented by the City prior to construction to verify existing conditions.

13. WATER MAIN CHLORINATION & TESTING

This item includes: Waterline flushing, chlorination and pressure testing in accordance with the Standard Specifications Section 1140. The work includes all tests indicated and as many tests as are required to prove the waterline.

14. TEMPORARY WATER SHUT DOWN

This item includes: All labor equipment and materials for work over and above the specific bid items to temporarily shut down the Heceta Water District water main at Station 156+85 and complete the required work to turn the system back into service within an eight hour period (8 hr).

After pot holing to verify pipe size and material the Contractor shall submit a detailed written plan of the equipment personnel and procedure for this work to be completed within the stipulated time frame. Failure to submit a plan or complete the work within the specified time will be grounds for nonpayment of this item.

The work will be scheduled to start and stop on an identified and noticed schedule. The contractor shall provide Heceta Water District two week notice of the scheduled date and time the shutdown is to occur.

The location of valves for shut down may be over 2500 feet from the tie in location in each direction and these valves are not shown on the plans. Valves may be in the vicinity of Hwy 101 and Heceta Beach Road and Munsel Lake Road and Nordahl Road.

Contractor should be prepared for dewatering the pipe, removing asbestos pipe, salvaging specified materials, installing new pipe and appurtenances all within the 8 hour shut down period.

The shutdown is anticipated to take place in the fall after heavy demand on the system has subsided.

15. REMOVE/SALVAGE ABANDONED 12" WATER METER STATION

This item includes: Cut out and remove abandoned water meter station as shown on the plans. Removal includes the existing 12-inch bypass line, the concrete vault, wood

retaining wall asbestos pipe, meter, guard rail and any other buried or unforeseen structures at this location. This work shall proceed in accordance with Standard Specification Section 310 except that no materials shall be abandoned in place. All materials shall be excavated and removed from the project site from all depths of excavation:

- Coordinate temporary water shut down with Heceta Water District
- Salvage existing guard rail and posts and deliver to the ODOT yard at 1580 E. 15th Street Florence. Contact (541) 997-2142 for delivery.
- Salvage existing water meter and deliver to Heceta Water District office 87845 Hwy 101, Florence OR.
- Contractor shall remove and dispose of all asbestos containing materials encountered. Contractor is responsible for proper identification, handling, and disposal of asbestos materials. Contractor shall provide properly trained and certified workers and shall be prepared to deal with both friable and non-friable forms of asbestos pipe. Permit and permit fees related to this work shall be the Contractors responsibility. Contractor is solely responsible for pursuing work in a way that is consistent with all state, local, and federal rules, regulations, and guidelines. An asbestos management plan shall be provided to engineer five days prior to the preconstruction conference addressing the following:
 - Personnel training and experience
 - Subcontracted specialists including contact information
 - Anticipated work scope and contingency measures
 - Worker safety and OSHA compliance
 - LRAPA Permitting and compliance
 - Plan for removal and disposal of friable material
 - Plan for removal and disposal of non-friable material.

16. 6-INCH & 12-INCH WATER LINE

This item includes: furnish and install the water line complete and in place including trench excavation, backfill, restrained joints where required, detectable marking tape and wire in accordance with Standard Specifications Section 1140 Potable Water Pipe and Fittings.

Mechanical joint restraint shall be Series 2000PVC produced by EBAA Iron Inc. or approved equal.

Pipe bedding, pipe zone, and trench backfill shall be Class A, B or C material in accordance with City of Florence Detail F301. Native soil with organics or other contamination shall not be returned to the trench. Contractor shall submit compaction testing information for review and approval.

Measurement will be along the centerline of pipe, valves and fittings installed and in place.

17. VALVES AND FITTINGS

This item includes: Furnish and install fittings and valves complete and in place in accordance with Florence Standard Drawings detail F-402 and the Standard Specifications Sections 01150 and 01160. The incidental work for this item includes, but is not limited to valve cover, valve box with lid, and thrust restraint systems where required.

Mechanical joint restraint shall be Series 2000PV produced by EBAA Iron Inc. or approved equal.

18. FIRE HYDRANT

The work required under this item is all work required to install a fire hydrant complete and in place in accordance with Standard Specifications Section 1160 and Florence Standard Drawings Detail F-402, including 6'x6'x4" concrete pad and hydrant paint. Paint fire hydrant after installation with Devoe Bar-Ox Enamel Paint Gloss Safety Yellow or equal per manufacturers recommendations.

19. WATER METER BOX, SERVICE CONNECTION/ABANDONMENT

This item includes: Furnish and install the meter box in accordance with Standard Specifications Section 1170 and City of Florence Standard Drawings Detail F-408b and connect new service to existing service line, cut and abandon existing service at the main, close corporation stop, remove existing service line and salvage abandoned meter and meter box and deliver to Heceta Water District Office at 87845 Hwy 101, Florence OR.

20 1-INCH WATER SERVICE

This item includes: Furnish and install the service line in accordance with Standard Specifications Section 1170 and Florence Standard Drawings Detail F-408b

Payment for all items shall be at the Bid Price as per the Bid Schedule Unit of Measure, which will include all labor, materials, equipment, and incidentals necessary to complete the work, and consistent with the Contract Articles.