

BID DOCUMENTS
For The Construction Of The

Edgewater/Evergreen Storm Drain

Project No. TR6245

FROM: CITY OF GRANTS PASS - ENGINEERING DIVISION

MANDATORY

PRE-BID DATE: Thursday, February 20, 2020 **TIME:** 11:00 a.m. PST

LOCATION: Court Yard Conference Room

BID DATE: Thursday, February 27, 2020 **TIME:** 3:00 p.m. PST

LOCATION: City Manager's Conference Room

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
CONTENTS	TABLE OF CONTENTS 1
ADVERTISEMENT	ADVERTISEMENT 1 thru 2
PROJECT SCHEDULE	PROJECT SCHEDULE 1
REQUIREMENTS FOR BIDDER	REQUIREMENTS 1 thru 9
SPECIAL PROVISIONS	SPECIAL PROVISIONS 1 thru 21
BID PROPOSAL	BID PROPOSAL 1 thru 11
CONTRACT FOR CONSTRUCTION.....	CONTRACT 1 thru 11
PERFORMANCE & PAYMENT BOND	PERFORMANCE & PAYMENT BOND 1 thru 2
TEMPORARY TRAFFIC CONTROL PLAN (TTCP) CHECKLIST	TTCP CHECKLIST 1
STATE PREVAILING JOURNEYMAN WAGE RATES Effective January 1, 2020 (Including Wage & Hour Forms) and all amendments are to be utilized for this project	
State of Oregon Statutory Public Works Bond Form	
State of Oregon Responsibility Determination Form	
Drawings dated January 6, 2020 titled "Edgewater/Evergreen Storm Drain"; Project No. TR6245	

**CITY OF GRANTS PASS
EDGEWATER/EVERGREEN STORM DRAIN
PROJECT NO. TR6245**

INVITATION TO BID

SEALED BID PROPOSALS for furnishing all labor, materials, equipment and services required for the construction of the **Edgewater/Evergreen Storm Drain** project in the City of Grants Pass are now being accepted. Bids will be accepted by the **City Recorder** at the City of Grants Pass Administration Office at 101 N.W. "A" Street, Room 205, Grants Pass, Oregon, **Attn: City Recorder, until 3:00 P.M., Thursday, February 27, 2020** at which time they will be publicly opened and read in the **City of Grants Pass City Manager's Conference Room**, and after which they will not be received or accepted.

THE PROPOSED WORK INCLUDES APPROXIMATELY THE FOLLOWING:

THE PROJECT WILL CONSIST OF THE INSTALLATION OF APPROXIMATELY 1,638 LINEAL FEET OF STORM DRAIN PIPE AND 31 LINEAL FEET OF SANITARY SEWER PIPE AND ASSOCIATED APPURTENANCES. ALSO INCLUDED WITH THE PROJECT WILL BE CONCRETE WORK, ASPHALT PAVING AND CHIP SEALING.

Bid Documents and Construction Drawings for the work may be acquired on or after **Thursday, February 13, 2020** and may be obtained from the City of Grants Pass, Engineering Division, located at 101 N.W. "A" Street, Grants Pass, OR 97526, phone (541) 450-6060, or downloaded through the Engineering's FTP site at the following link: ftp://216.115.13.166/Bid_Documents/ All information related to this project will be posted on the City of Grants Pass Website "[Bids](#)". Please check the "[Capital Project](#)" page for contractor award information.

A **MANDATORY Pre-Bid Meeting** will be held at the City of Grants Pass **Court Yard Conference Room**, located at 101 N.W. "A" Street, Grants Pass, Oregon, on **Thursday, February 20, 2020 at 11:00 a.m.** local time. All bidders will be required to attend and sign-in on the mandatory pre-bid conference sign-in sheet.

Bidders must be prequalified in conformance with Oregon Revised Statute 279C.430 or the Grants Pass Municipal Code. A prequalification form must be submitted to the City five calendar days prior to the bid opening date in order for the bid to be considered. **ALL PREQUALIFICATION FORMS ARE DUE NO LATER THAN 5:00 P.M. ON FRIDAY, FEBRUARY 21, 2020.** If the prequalification form is not submitted five calendar days prior to the bid opening date or the bidder has not prequalified with the City within the previous 12 months, the bid will be automatically rejected, remain unopened, marked as "Rejected" and filed with the other bids.

The class or classes of work for which bidders must prequalify are the following: **TEMPORARY FEATURES AND APPURTENANCES, ROAD WORK, DRAINAGE AND SEWERS, BASES, WEARING SURFACES AND RIGHT OF WAY DEVELOPMENT AND CONTROL.**

If the bidder has prequalified with the City within one year prior to the Bid Opening, and such prequalification is for the call of work as stated above with no substantial change, then it will not be necessary to prequalify again for this bid.

Bidder shall state as part of the bid that the provisions of ORS 279C.800 to 279C.870 (Prevailing Wage Rate) shall be complied with.

The City of Grants Pass may reject any bid not in compliance with all public bidding procedures and requirements, may waive any irregularities, and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

SPECIAL NOTE! The work shall be completed no later than forty-five (45) calendar days after a written "Notice to Proceed" is given to the Contractor by City.

Dated this: **MONDAY, THE 10TH DAY OF FEBRUARY 2020**

Wade Elliott, Assistant Public Works Director
Engineering Division
Authorized Representative of the
City of Grants Pass, Oregon

To be published: **WEDNESDAY, THE 12TH DAY OF FEBRUARY 2020**

PROJECT SCHEDULE

	<u>DATE</u>
ADVERTISE IN DJC.....	02/12/2020
PLANS/SPECS AVAILABLE	02/13/2020
<u>MANDATORY</u> PRE-BID MEETING	02/20/2020
CONTRACTOR’S PREQUALIFICATION DEADLINE..	02/21/2020
BID OPENING	02/27/2020
BID RESULTS POSTED ON CITY WEBSITE...	02/28/2020
NOTICE OF INTENT TO AWARD POSTED ON CITY WEBSITE.....	02/28/2020
BID AWARD AT COUNCIL MEETING	03/18/2020
AWARD LETTER ISSUED	03/20/2020
BID BONDS RETURNED.	03/20/2020
CONTRACT AND REQUIRED DOCUMENTS DUE....	04/01/2020
PRE-CONSTRUCTION MEETING	04/14/2020
NOTICE TO PROCEED ISSUED	04/14/2020
PROJECT COMPLETION	45 Days From Start Date

REQUIREMENTS FOR BIDDERS

1. PROJECT TITLE: **Edgewater/Evergreen Storm Drain Project No. TR6245**
2. LOCATION: Grants Pass, Oregon
3. CITY: City of Grants Pass
4. ENGINEER: City Engineer
5. PROPOSALS: Contract Documents shall be made in accordance with the following instructions A-X.

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 to City Recorder, City Administration Office, 101 N.W. "A" Street, Room 205, Grants Pass, Oregon, by **3:00 p.m., Thursday, February 27, 2020, Attn: City Recorder**, City of Grants Pass, in a closed envelope bearing the name of Bidder and marked "**Edgewater/Evergreen Storm Drain**" - **Project No. TR6245**.

C. PROPOSED SUBCONTRACTOR AND SUPPLIERS

Bidder shall submit with the proposal the form "**First-Tier Subcontractor Disclosure Form**" (**BID PROPOSAL – Page 7 of 11**) listing who the Contractor proposes will be used in the work.

Subcontractors must also be prequalified with the City of Grants Pass for the work they are contracted to perform, licensed by the State of Oregon Construction Contractors Board, and hold a current City Business License at the time of construction.

D. MANAGER OR SUPERINTENDENT

Bidder shall submit the form “**Project Supervisor**” (**BID PROPOSAL – Page 8 of 11**) 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 Engineer.

E. PROGRESS SCHEDULE

Bidder shall submit with the proposal the form “**Project Schedule**” (**BID PROPOSAL – Page 10 of 11**) 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. The checks or bonds of the bidders will be retained until City Council has approved awarding of the contract. Once Council has approved awarding of the contract, the checks or bonds of all except the lowest responsible bidder will be returned. The City will then attempt to negotiate and enter into a contract with the lowest responsible bidder. After entering into a contract with the lowest responsible bidder and having surety bonds executed and approved the check or bond of the lowest responsible bidder 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 GUARANTEE

A performance guarantee in the form of a bond, cashier's check, certified check, letter of credit, or loan proceeds, 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 fifteen months after the acceptance of the work by the City. The City Council, as the local public contract review board, has the right to approve or disapprove of any performance guarantee.

H. STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.

I. 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 informalities. The City also reserves the right to delete any and all parts from the bid proposal.

J. 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 Engineering Division, 101 N.W. "A" Street, Grants Pass, Oregon 97526.

K. 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.
- (5) If the proposal contains any irregularity as listed in Section 00120 (Bidding Requirements and Procedures) of the 2018 Oregon Standard Specifications for Construction.

L. AWARD OF THE CONTRACT

- (1) Award of the contract will, in general, be made to the lowest qualified bidder for this project. 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 execute the contract and submit the performance guarantee at the time of the preconstruction meeting.

Failure to do so shall result in forfeiture of the bid bond.

M. **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 Grants Pass will be justified in rejecting any claim based on facts which would have been discovered through site inspection or a more thorough investigation.

N. **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.

O. **TIME OF COMPLETION**

This project will be completed no later than forty-five (45) calendar days after a written notice to proceed is issued by the Engineering Division. Liquidated

damages will be assessed in the event of project time line over-run per Section 00180.85 of the Special Provisions.

P. PERMITS

Encroachment permits will be obtained by the City of Grants Pass 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 Josephine County, Oregon Department of Transportation, etc.

Q. 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.

R. PREQUALIFICATION OF BIDDERS

Bidders must be prequalified in conformance with Oregon Revised Statute 279C.430 or the Grants Pass Municipal Code. A prequalification form must be submitted to the City **FIVE DAYS PRIOR TO THE BID OPENING DATE** in order for the bid to be considered. If the prequalification form is not submitted five days prior to the bid opening date or the bidder has not prequalified with the City within the previous 12 months, the bid will be automatically rejected, remain unopened, marked as "Rejected" and filed with the other bids.

The class or classes of work for which bidders must prequalify are the following: **Temporary Features And Appurtenances, Road Work, Drainage And Sewers, Bases, Wearing Surfaces, and Right Of Way Development And Control.**

If the bidder has prequalified with the City within one year prior to the Bid Opening, and such prequalification is for the call of work as stated above with no substantial change, then it will not be necessary to prequalify again for this bid.

S. OREGON'S PREVAILING WAGE RATE

The provisions of ORS 279C.800 through 279C.870 entitled "PREVAILING WAGE RATE" 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, 2020, and all applicable amendments are to be utilized for this project.

The City is required to pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.825 and section 8, Ch. 844, 2007 Oregon Laws. The fee is one-tenth of one percent of the price of this contract, but not less than \$250 nor more than \$7,500 regardless of the contract price.

T. MANDATORY PRE-BID MEETING

A **MANDATORY** Pre-Bid Meeting will be held on **Thursday, February 20, 2020 at 11:00 a.m.** in the City of Grants Pass **Court Yard Conference Room.**

U. SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION

- (1) 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.

- (2) **Construction Facilities and Utilities:** Requirements for Contractor's temporary facilities at the job site and for the prosecution of the Work.
- a. **Staging Area:**
- i. Before starting the work, submit a proposed plan and layout for all temporary offices, sanitary facilities, storage areas, temporary water service and distribution, and temporary power service and distribution.
 - ii. Erect temporary security fence as appropriate. Contractor is responsible for the security of the staging area. OWNER and ENGINEER do not take any responsibility for missing or damaged equipment, tools,

- or personal belongings.
- iii. Store only those materials and equipment that are related to the construction within the staging area.

b. **Temporary Sanitary Facilities:**

- i. Provide toilet and wash-up facilities for the construction work force at the site of work.
- ii. Facilities shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of construction field offices, dwellings and camps.

V. 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.

W. MAINTENANCE OF THE SYSTEM

The Contractor agrees to indemnify and save harmless the City of Grants Pass from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of fifteen months after final acceptance of the entire project by the City of Grants Pass.

X. 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., O.S.H.D and City of Grants Pass encroachment permits).
- (2) City of Grants Pass Standard Drawings
- (3) Plan documents dated January 6, 2020 and contract documents both entitled "Edgewater/Evergreen Storm Drain"; Project No. TR6245.
- (4) Current Oregon Standard Specifications for Construction and Standard Drawings. When in these Standard Specifications the term

City is used it shall mean City of Grants Pass.

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

6. **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.

The City intends to award this contract to the bidder who meets the requirements of Special Provision 00130.10. For more information on the bid schedules see Section 00170.65.

A. **GENERAL NOTES REGARDING BID ITEMS**

- (1) The contractor shall protect the existing landscaping and/or irrigation systems that may be endangered by operations and take every precaution to avoid damage to such property.

The contractor shall restore any existing landscaping and/or irrigation systems that are damaged in the execution of the work. The contractor shall restore such facilities to as good or better condition than that existing before the damage occurred, or make a suitable settlement with the City of the damaged property.

- (2) Work or material, not specifically included in the following bid items but essential to the item completion (i.e., saw cutting, compaction, watering, etc.) are considered incidental to this project, and no additional payment will be made.
- (3) Provide a plan for erosion control protection of the project area. The erosion control Best Management Practices (BMP's) must restrict the discharge of sediments or other construction related materials into the City's storm water system.
- (4) Curb and gutter shall be constructed separately from sidewalk. No monolithic pour.

CITY OF GRANTS PASS ENGINEERING DIVISION

EDGEWATER/EVERGREEN STORM DRAIN TR6245

SPECIAL PROVISIONS January 6, 2020



Thornton Engineering, Inc.
PO Box 476
260 North 3rd Street
Jacksonville, OR 97530
541-899-1489

SPECIAL PROVISIONS

TR 6245 – Edgewater/Evergreen Storm Drain

EDGEWATER/EVERGREEN STORM DRAIN – PROJECT NO. TR6245

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the current edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

PART 00100 – GENERAL REQUIREMENTS

Section 00110 – Organization, Conventions, Abbreviations and Definitions

00110.00 Organization of Specifications – Retain the text and add the following:

All references to “ODOT” or “Agency” are to be replaced with “City of Grants Pass”.

Section 00120 – Bidding Requirements and Procedures

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

The Engineering Division will prequalify bidders according to rules adopted by the State Commission under provisions of ORS 279C.430. A bidder must file for prequalification and be renewed once a year. In addition, the bidder must obtain a City Business License and be in the possession of a valid, pertinent, State of Oregon Contractor’s License. Application for prequalification shall be made on standard forms furnished by the Engineering Division, City of Grants Pass, 101 N.W. “A” Street, Grants Pass, OR 97526, and returned complete five days prior to the bid date in order for the bid to be considered. If the prequalification form is not submitted five days prior to the bid opening date or the bidder has not prequalified with the City within the previous 12 months, the bid will be automatically rejected, remain unopened, marked as “Rejected” and filed with the other bids. Upon Award of the bid by City Council, the bid will be opened and the bid bond will be returned to the bidder.

00120.01 General Bidding Requirements – Delete in its entirety.

00120.05 Requests for Solicitation Documents – Delete in its entirety and replace with the following:

Bid Documents and Construction Drawings may be obtained from the City of Grants Pass, Engineering Division, located at 101 N.W. “A” Street, Grants Pass, OR 97526,

phone (541) 450-6060, Fax (541) 476-9218. The first set of bid documents is free; each set thereafter is \$20.00.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids

– Delete the third sentence in the first paragraph which reads, “See the ODOT web site page included with the Special Provisions for the web site address where the Addenda are available”, and replace with, “The City of Grants Pass will provide Addenda by publishing them on the Agency’s web site.”

00120.40 Preparation of Bids

(a) General

(2) Electronic Bids – Delete in its entirety.

(c) Bid Schedule Entries

(2) Electronic Bid Schedule Entries – Delete in its entirety.

(e) Bid Guaranty

(2) Bid Guaranty with Electronic Bids – Delete in its entirety.

(f) Disclosure of First-Tier Subcontractors – Delete the following:

“ODOT Procurement Office, Procurement Manager” and “ODOT Procurement Office – Construction” and Replace with “City of Grants Pass, Engineering Division”.

Delete the eighth bulleted item which reads, “By e-mail, using the form and address provided on the Agency’s web site named in the Bid Booklet.”

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

Add the following: Bid may be submitted up to the time of bid opening.

00120.60 Revision or Withdrawal of Bids – Delete “ODOT Procurement Office – Construction” and Replace with “City of Grants Pass, Engineering Division”.

(b) Electronic Bids – Delete in its entirety.

00120.95 Opportunity for Creative Arrangement – Delete this section in its entirety.

Section 00130 – Award and Execution of Contract

00130.10 Award of Contract – Add the following before the second set of bulleted items: “The City of Grants Pass will provide Notice of Intent to Award on the City’s web site.”

00130.15 Right to Protest Award – Replace “ODOT Procurement Office – Construction” with “City of Grants Pass, Engineering Division”.

00130.40 Contract Submittals

(a) Performance and Payment Bonds – Delete the text as follows – “The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet.”

(c) Workers’ Compensation – Delete in its entirety and replace with the following:

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.

00130.50 Execution of Contract and Bonds

(a) By the Bidder – Delete the words in the first sentence “to the ODOT Procurement Office – Construction within fifteen calendar days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10.” and replace with “prior to or at the preconstruction meeting”.

(b) By the Agency – Delete the words “Within 7 Calendar Days” and replace with “Within a reasonable time based on City Council (contracting agency) agenda”; replace the words “Attorney General” with “City Council”.

00130.70 Release of Bid Guaranties – Delete in its entirety and replace with the following:

Bid guaranties will be released and checks returned within 30 days after Bids are opened, except for that of the lowest bidder. The bid guarantee of the lowest bidder will be returned with the notice to proceed once City Council has approved the award and contracts are fully executed.

00130.90 Notice to Proceed – Replace “within 5 Calendar Days” with “within 5 Calendar Days of the Preconstruction Meeting”.

Section 00150 – Control of Work

00150.05 Cooperative Agreements – Delete this section in its entirety.

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 Grants Pass encroachment permits).
2. Construction Drawings dated January 6, 2020 and Bid Documents both entitled – Edgewater/Evergreen Storm Drain.
3. Latest version of the City of Grants Pass Standards and Specifications including all the City’s Standard Drawings.
4. Current 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 1-800-332-2344.”

00150.95 Final Acceptance – Delete in its entirety and add the following:

“The City will send a written “Notice of Acceptance” letter for the entire project after the fifteen month security period is complete and all punch list items have been satisfactorily completed.”

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:

Perform all testing on the sewer or water system (whichever applicable) at the Contractor’s expense.

All concrete testing will be at the City’s discretion and expense. All failed tests shall be at the Contractor’s expense.

Section 00170 – Legal Relations and Responsibilities

00170.02 Permits, Licenses and Taxes – Delete the following:

Obtain all necessary permits and licenses except as noted in 00170.03

00170.03 Furnishing Right-of-Way and Permits – Add the following:

Obtain all necessary permits and licenses.

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.”

00180.33 Metric Submittals – Delete this section in its entirety.

00180.50 Contract Time to Complete Work

(c) Beginning of Contract Time – Delete in its entirety and replace with the following:

“When the contract is stated in Calendar Days, counting of Contract Calendar Days will begin with the date of the issuance of the First Notification (Notice to Proceed).”

00180.80 Adjustment of Contract Time

(c) Contractor’s Request Required – Retain the text and add the following:

“Provided the Contractor notifies the Engineer 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:

(b) 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

00195.20 Changes to Plans or Character of Work – Delete in its entirety and replace with the following:

- (a) Unless changes and alterations in the plans, or quantities or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as Contract Pay Items are concerned, payment at the same Unit Prices as are provided under the Contract for the accepted quantities of work done.
- (b) In contracts based on Unit Price, changes in quantities do not entitle the Contractor to a change in compensation unless the final quantities are 125% or more, or 75% or less, than the quantities estimated in the bid documents for a major item of work. A “major item of work” is one that, under the original Contract, has a value greater than 5% of the Contract Amount. In that event, the Contractor shall be paid as follows:

1. In the event that the quantities encountered are 125% or more, the Contractor shall be paid at the unit cost bid for all quantities up to 125%. For all additional quantities the Contractor shall be paid a fair and equitable price as determined by the Owner's Representative.
 2. In the event that the quantities encountered are 75% or less, the Contractor shall be paid a fair and equitable price as determined by the Owner's Representative.
- (c) In the event that the Contractor disagrees with any decision of the Owner's Representative regarding changes to compensation, it shall file a claim in the manner required by 00195.30

00195.50 Progress Payments and Retained Amounts:

(a) Progress Payments - Retain the text and add the following:

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.

(b) Retainage – Change the percent retained from 2.5% to 5% in the first sentence for all projects.

(d) Release of Retainage – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be released upon final written acceptance of the overall project by the Agency Inspector and project Engineer. A determination of satisfactory completion of Pay Items for Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

00195.60 Advance Allowance for Materials on Hand

(a) General

(1) Request for Advance Allowance – Delete the text and add the following:

No advance allowance for materials on hand will be permitted.

Section 00197 – Payment for Force Account Work

00197.80 Percentage Allowances – Delete each subsection percentage, and replace with “17 percent”.

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

“The City will make progress payments approximately 30 days after receipt of a completed invoice. 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.”

Section 00199 – Disagreements, Protests and Claims

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies

(b) Step 1: Region Level Review – Change “Region-level reviewer” to “Department Director”

(c) Step 2: Agency Level Review – Change “Contract Administration Engineer” to “City Attorney”

PART 00200 – TEMPORARY FEATURES & APPURTENANCES

Section 00205 – Field Laboratory, Weighhouse, Etc.

Delete this section in its entirety.

Section 00220 – Accommodations for Public Traffic

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.02 Public Safety and Mobility – Add the following bullets to the end of this subsection:

- When construction requires the closure of a sidewalk, sidewalk ramp, or pedestrian path, place a Type “W1” “SIDEWALK CLOSED” (OR22-12-21) sign at each point of closure. Use a Type “W1” directional arrow (M6-1-15) rider, as needed, to direct pedestrian traffic. Mount each sign above the striped panel of a Type II barricade placed across the sidewalk, facing pedestrians approaching the work area. Close the sidewalk at a point where there is an alternate way to proceed or provide an alternate pedestrian route. Pave the alternate pedestrian route surface or provide an approved, non-slip 910 mm (36 inch) minimum wide surface meeting the requirements of the

Americans with Disabilities Act (ADA). If appropriate, delineate this route and protect pedestrians by placing pedestrian work zone delineation fencing. Fencing is to remain in place, except as required for actual work, until the sidewalk is reopened to pedestrian traffic. Reopen the sidewalk during non-work hours or continue to provide an alternate route for pedestrians. Provide additional TCM to meet the accessibility requirements in Part VI of the 2003 MUTCD to match the existing facility as a minimum.

- When construction requires the closure of a sidewalk, notify, in writing, the City of Grants Pass at least 14 days in advance of the closure. Do not close the sidewalk until the City provides written approval. After approval, provide 48-hour public notification prior to closing the sidewalk.
- Maintain driveway access to all businesses.
- Obtain permission from the City of Grants Pass before closing any City street. No City street closure will be permitted until approved by the City and the area is signed according to Section 00225.
- Notify the Engineer, in writing, of all affected emergency services, school districts, and US Postal Service at least 14 days in advance of the street closure.
- When reducing the roadway vertical clearance notify the MCTD Technical Coordinator, 550 Capitol Street NE, Salem, OR 97301-2530, FAX (503) 373-1940, and the Engineer, in writing, 28 days before this work begins. Include the reduced vertical clearance lowest dimension of each stage and the anticipated duration of reduction. The reduction will not be permitted until the Engineer approves it and the area is adequately signed according to the TCP and Sections 00220 and 00225.
- For open trench pipe installation across a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. If this requirement is not met, maintain all necessary lane closures and provide additional TCM, including flagging, at the Contractor's expense. Do not use temporary steel plating to reopen the roadway.

00220.40 General Requirements

(e) Lane Restrictions – Do not close any traffic lanes as follows.

- Between 3:00 p.m. on Fridays and midnight on Sundays.
- After noon on the day preceding legal holidays or holiday weekends and midnight on legal holidays or the last day of holiday weekends, except for

Thanksgiving, when no lanes may be closed between noon on Wednesday and midnight on the following Sunday.

- For the purposes of this section, legal holidays are as follows:
 - New Year's Day on January 1
 - Martin Luther King, Jr. Birthday, on the third Monday in January
 - President's Day, on the third Monday in February
 - Memorial Day on the last Monday in May
 - Independence Day on July 4
 - Labor Day on the first Monday in September
 - Veterans Day on November 11
 - Thanksgiving Day on the fourth Thursday in November
 - The Day after Thanksgiving - Due to unavailability of City Staff no work to be performed
 - Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

(f) Liquidated Damages – Lane closures not in compliance with the limits listed in 00220.40(e) would inconvenience the traveling public and would be a cost to the Agency.

It is impractical to determine the actual damages, which the Agency would sustain in the event a traffic lane is closed. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or any portion thereof, per lane, for any lane closure not in compliance with the limits listed in 00220.40(e). In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the permitted time limits, shall be at the Contractor's expense. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen a lane to traffic. Assessment of liquidated damages will stop when the lane has been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those under 00180.85(b).

00220.60(a-1) Contractor Responsibility – Add the following bulleted item to the end of this subsection:

- Keep the road surface free of all dirt, mud, gravel and other harmful materials.

00220.90 Payment –No separate or additional payment will be made for work performed under this Section, unless otherwise provided or pay items are provided under other Sections.

SPECIAL PROVISIONS

Section 00225 – Work Zone Traffic Control

00225.02 General Requirements – Add the following to the end of this subsection:

If construction will occur during the day between the hours of 7:00 a.m. to 6:00 p.m., one lane of traffic for each direction must be maintained at all times. If construction is to occur during the night between the hours of 6:00 p.m. to 7:00 a.m. all lanes may be closed upon approval by the Engineering Division and traffic shall be directed to an appropriately signed detour.

During construction, protect traffic using the appropriate configuration detailed in the ODOT or City of Grants Pass Standard Drawings as a minimum.

When extended traffic queues develop during flagging operations, protect traffic using the “Extended Traffic Queues Detail” as shown in the ODOT Standard Drawings.

The queue created by traffic control shall not at any time or any duration extend into a signalized intersection unless specific permission has been granted by the Engineer. Such permission will require the signal be turned off and the intersection to be controlled by flaggers.

Barricades shall be installed to protect areas with drop-offs and areas of freshly placed concrete from vehicular and pedestrian traffic. The determination of what protective and directional measures are required shall be the responsibility of the Contractor, subject to concurrences by the Engineer.

On each through road intersecting an active work area, place one “ROAD WORK AHEAD” (CW20-1-48) sign approximately 90 m (300 feet) in advance of the work area. These signs do not require sign flag boards, unless otherwise directed by the Engineer.

When the horizontal clearance for the roadway is less than 5.4 m (18 feet), install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the roadway. Use English dimensions in feet and inches. Locate these horizontal clearance signs as shown or as directed.

00225.03 Traffic Control Outside Project Site – Provide TCM (Traffic Control Measures) outside the Project Site when required.

00225.05 Contractor's Traffic Control Plan – Add the following bullet(s) to the end of this subsection:

Delete the first sentence in its entirety and substitute the following:

The preconstruction conference shall not be held until the City of Grants Pass has approved the Traffic Control Plan.

00225.10 General – Add the following paragraph to the end of this subsection:

All work zone TCD on the National Highway System (NHS) are required to comply with the NCHRP 350 report and be crashworthy. Category IV trailer mounted devices are currently exempt from the NCHRP 350 requirements; however, additional guidance will be issued by FHWA by October, 2006.

00225.11 Temporary Signing

(a) Signs

(2) Type - Add the following bullet to the end of the bulleted list:

- Extruded aluminum panels

(4) Roll-up Signs – Replace the sentence with the following:

Use roll-up signs with fluorescent orange roll-up sign sheeting from the QPL.

Add the following subsection:

(6) Lightweight Sign Substrate – Use lightweight sign substrates from the QPL.

(b) Sign Supports

(1) Wood Sign Posts – Replace this subsection with the following:

Provide wood sign posts in the sizes and quantities determined from ODOT Standard Drawing TM100 and according to 02110.40 except preservative treatment is not required.

(3) Concrete Barrier Sign Supports – Replace the bullet that begins “Conform to Standard...” with the following:

- Conform to ODOT Standard Drawing RD911

(4) Temporary Sign Supports – Replace this subsection, except for the heading, with the following:

Fabricate TSS according to ODOT Standard Drawing RD911 and according to 02110.40 except preservative treatment is not required.

Add the following subsection:

(5) Square Tube Sign Supports – Provide and use square tube sign supports from the QPL and ODOT Standard Drawing TM239. To determine proper steel

post size, gauge, and number of posts for given sign size, refer to manufacturer specifications.

00225.13 Temporary Traffic Delineation

(d) Plastic Drums – Add the following sentence:

Provide drums with Type “OO” encapsulated lens reflective sheeting.

(f) Pavement Markers – Replace this subsection with the following:

(1) Reflective Pavement Markers – Use new Type 1 reflective pavement markers from the QPL.

00225.16 Temporary Electrical Signs

(a) Sequential Arrow Signs – Replace this subsection, except for the heading, with the following:

Use trailer mounted Type “C” sequential arrow signs from the QPL.

00225.41 Temporary Signage – Add the following sentence to the end of this subsection:

Install temporary signs according to 00940.47.

00225.41(b-2) Portable Sign Supports – Replace the fourth bullet with the following bullet:

- Use only with roll-up signs from the QPL

00225.80 Measurement

If a Bid Item exists for Traffic Control, bid as “Lump Sum”, then Temporary Protection and Direction of Traffic will be measured using Method “B” – Lump Sum Basis. If no Bid Item for Traffic Control exists, then Temporary Protection and Direction of Traffic will be measured using Method “C” – Incidental Basis.

00225.87 Flaggers – Replace this subsection with the following:

“No separate measurement will be made for flagging, or temporary illumination required for nighttime flagger operations.”

00225.90 Method “A” Basis – Delete this subsection and substitute the following:
Payment for the Temporary work Zone Traffic Control shall be per subsection 00290A “B” – Lump Sum Basis.

Section 00280 - Erosion and Sediment Control

Erosion and Sediment Control shall be in conformance with Section 00280 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00280.40 Installation – Delete this subsection in its entirety and add the following:

“Install erosion and sediment control devices as shown and according to the ODOT’s Erosion and Sediment Control Manual. Install erosion and sediment control devices before performing clearing, grading, or other land alteration activities. Ensure that no visible and measurable sediment or pollutants leave the Project boundaries, enter drainage systems or waterways, or violate applicable water standards.

For purposes of this requirement, “visible and measurable” is defined as:

Deposits or tracking of mud, dirt, sediment or similar material exceeding 0.014 m³ (a ~ cubic foot) in volume on any private or public street or adjacent property, or into any storm or surface water drainage system, either by direct deposit, dropping, discharge, or as a result of erosion; or

Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of on-site erosion, such as rivulets on bare slopes where the flow of water is not filtered or captured on the site; or

Earth slides, mud flows, earth sloughing, or other earth movements off the Project site.”

00280.90 Payment – Add the following:

“All erosion and sediment control as shown on the contract plans, required by specification, permit requirements and as required by the contractor’s own operation shall be included in work. The contractor is responsible for all labor, materials, equipment and incidentals necessary to complete the work while providing adequate erosion and sediment control.”

PART 00300 – ROADWORK

Section 00310 – Removal of Structures and Obstructions

00310.02 Exclusions

Add a fifth bullet point which reads:

- “Specifically indicated on the plans for removal by the Agency.”

00310.41 Removal Work

(c) Material Within Construction Areas:

(1) General – Revise this sentence as follows: “Remove materials within the construction areas entirely.”

00310.43 Disposal of Material

Add the following sentence: “Coordinate with the Agency for removal of items specified on the plans to be salvaged by the Agency.”

Section 00320 – Clearing and Grubbing

00320.40 Clearing Operations

Add the following sentence to the end of paragraph (a):

“Pruning or removing of trees must be done by a **certified arborist** who must submit a copy of evidence of \$1,000,000 liability insurance and a copy of a valid City of Grants Pass business license to the City.”

Section 00330 - Earthwork

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, if a bid item for excavation is provided.

00330.94 Embankment Basis Payment

Embankment shall be paid under the unit price for embankment in place, if a bid item for embankment work is provided.

Section 00340 – Watering

Watering shall be in conformance with Section 00340 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 the City Finance Department to make arrangements. The meter shall be installed by City Public Works Department personnel with a gate valve for Contractor use.

00340.00 Scope – Add the following:

Water used in the work may be obtained from a metered system approved by the City. No water shall be used from the water distribution system installed on this project without City approval.

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 Grants Pass Standards and Section 00405 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00405.00 Scope – Add the following to the end of this subsection:

“Prior to installation of all piping, the Contractor shall call for locates and pothole all potential utility crossings and inform the Engineer of any conflicts, and the Engineer will immediately work on a solution. Trench excavation and backfill, fittings, connections, miscellaneous appurtenances and potholing are incidental to the work, which shall be paid for on per linear foot cost for pipe installation. Construction of the structures shall be paid for under an existing bid item. The contractor shall coordinate the work on any facilities with the appropriate utility company for that area. Refer to the Project Plans cover sheet for a list of utilities, which may have facilities, located within the project limits. No separate payment shall be made for this work.”

00405.46 Backfilling – Add the following:

A minimum of two density tests, one at upper and one at lower elevations within the trench, shall be taken at 300’ intervals at all trench locations, or as directed by the Engineer. There shall be a minimum of one density test at lower and upper elevations for trenches less than 300’ (i.e. minimum two density tests per project). Compact the top 3’ of trench backfill material within the roadway and shoulders to not less than 95%.

00405.92 Incidental Basis – 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.”

Section 00440 – Commercial Grade Concrete

00440.14(d) – Acceptance Sampling and Testing, Hardened CGC – Add the following:

All required testing will be at the discretion and expense of the City. All failed tests shall be at the Contractor's expense.

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

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

All specifications of the City of Grants Pass Sewer Standards and the City of Grants Pass Standard Drawings take precedence.

Section 00490 – Work on Existing Sewer and Structures

Work on existing sanitary sewer shall be in conformance with the City of Grants Pass Sewer Standards and Section 00490 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

00490.00 Scope – Add the following:

This work may also consist of raising or lowering of existing sewers and structures.

00490.10 Materials

All joints where existing sanitary sewer services are connected for raising, lowering or line replacement shall be made with Romac SS-1 Couplers appropriate for the pipe materials and approved by the City of Grants Pass Public Works Department.

00490.46 (C) – Raising Tops of Manholes

Adjustment of existing manholes to grade shall include installation of concrete adjustment rings per Grants Pass detail #312.

00490.50 Water/Sanitary Sewer Crossings

In situations where a water line and a gravity sewer main or sewer lateral cross, the separation between the two shall be as follows:

- (A) Where the water line crosses over the sewer line but with a clearance of less than 1.5 feet, the sewer line shall be exposed to the sewer line joints on both sides of the crossing to permit examination of the sewer pipe. If the sewer pipe is in good condition and there is no evidence of leakage from the sewer line, the 1.5-foot separation may be reduced. However, in

this situation, the contractor must center one length of the water line at the crossing. If conditions are not favorable or there is evidence of leakage from the sewer line, the sewer line shall be replaced with a full length of pipe centered at the crossing point, of PVC pressure pipe (ASTM D-2241, SDR 32.5), ductile-iron Class 50 (AWWA C-51), or other acceptable pipe; or the sewer shall be encased in a reinforced concrete jacket for a distance of 10 feet both sides of the crossing. Couplers shall be City standard Romac SS-1.

- (B) Where the water line crosses under the sewer line, the contractor shall expose the sewer line for examination as indicated in (A). If conditions are favorable and there is no evidence of leakage from the sewer line, the sewer line may be left in place but must be supported with a steel or reinforced concrete beam or other means of preventing settlement when it spans the water line trench, and special precautions must be taken to assure that the backfill material over the water line in the vicinity of the crossing is thoroughly tamped in order to prevent settlement which could result in the leakage of sewage. In this situation, the contractor must center one length of the water line at the crossing. If conditions are not favorable or evidence of leakage from the sewer line is found, the contractor shall reconstruct the sewer line per provision (A).
- (C) The Engineer is responsible for the decision matrix in (A) and (B). The contractor shall notify the Engineer in cases of (A) and (B).

00490.51 Exposing Existing Conflicting Sewers

Excavate sewer to the bottom of the pipe 10 feet each way of the conflict. Provide all necessary traffic control. Coordinate work with the Engineer. Provide Reinforced Concrete Beam in waterline trench if required. Center full length section of waterline over sewer. Backfill per Project Requirements. Restore Surface per Project Requirements.

00490.52 Replacing Existing Conflicting Sewers (no grade change)

When it is determined that conditions are not favorable, i.e. sewer needs to be replaced at its existing grade, replace by centering a full length section of sewer pipe of the same diameter per City Drawing No. 307 or the sewer pipe may be encased in reinforced concrete.

00490.53 Adjust Existing Conflicting Sewers (grade change)

When it is determined that there is a conflict in grade that cannot be remedied by either 00490.50(A), 00490.50(B), or by changing the grade of the waterline, then the conflicting sewer shall be reconstructed per the Sewer Lateral Conflict Detail.

00490.80 Unit Basis – Add the following:

Exposing Existing Conflicting Sewers will be measured on a Unit Basis per each required. All equipment, labor, and materials to complete this work including coordination with the Engineer, excavation for visual inspection by the Engineer, traffic control, constructing a reinforced concrete beam in water trench if required, centering a full length of waterline over the sewer, backfilling, compacting, and trench resurfacing shall be considered incidental to this item. No additional contract time shall be considered for this item for the number of items estimated in the bid schedule.

Replacing Conflicting Sewers will be measured on a Unit Basis per each required. This item includes parts, labor, and materials required to replace the unfavorable condition pipe per City Standard Drawing 307 or encase the sewer in a reinforced concrete jacket. No additional contract time shall be considered for this item for the number of items estimated in the bid schedule.

Adjustment of Existing Conflicting Sewers will be measured on a Unit Basis per lineal foot. All equipment, labor, and materials including excavation, pipe, fittings, clean-outs, couplers, bedding, backfill, traffic control, compaction, and trench resurfacing shall be considered incidental to this item. No additional contract time shall be considered for this item for the number of items estimated in the bid schedule.

00490.81 Incidental Basis – Add the following:

All work to adjust structures to grade will be considered incidental and no additional payment will be made.

00490.90 Unit Basis – Add the following:

- (j) Exposing Existing Conflicting Sewers
- (k) Replacing Conflicting Sewers

Adjustment of Existing Conflicting Sewers will be paid for on a Unit Basis per lineal foot as measured.

PART 00700 – WEARING SURFACES

SECTION 00710 - SINGLE APPLICATION EMULSIFIED ASPHALT SURFACE TREATMENT

Comply with Section 00710 of the Standard Specifications modified as follows:

00710.00 Scope - Add the following paragraph to the end of this subsection:

Provide Single Size Medium chip seal design type on this Project.

00710.11 Emulsified Asphalt - Add the following paragraph to this subsection:

Provide Polymer-Modified Emulsified Asphalt for this Project.

SPECIAL PROVISIONS

00710.40 Season and Weather Limitations - In the sentence that begins "Complete the application of...", replace the words "3 hours" with the words "2 hours".

In the sentence that begins "The placing of single...", replace "July 1" with "June 15".

In the sentence that begins "The placing of single...", replace "July 1" with "June 1".

00710.45 Applying Emulsified Asphalt - In the third bullet, replace the words "3 hours" with the words "2 hours".

Section 00730 – Asphalt Tack Coat

Comply with Section 00730 of the Standard Specifications supplemented and/or modified as follows:

Add the following paragraph after the third paragraph:

Dilution of the tack coat material may be performed when allowed by the Engineer. If dilution is allowed, for every part emulsion, do not add more than one part water. Add water and mix with emulsified asphalt as recommended by the asphalt supplier. The exact proportion of added water will be determined in a manner acceptable to the Engineer.

00730.44 Applying Tack Coat – Add the following to the end of the first paragraph:

Application rates for tack coat diluted according to 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

00730.90 Payment – There will be no separate payment for construction of the asphalt tack coat.

Section 00744 – Hot Mixed Asphalt Concrete (HMAC)

Asphalt Concrete Pavement shall be in conformance with Section 00744 of the Oregon Standard Specifications for Construction supplemented and/or modified as follows:

Asphalt Concrete Pavement shall be 1/2" dense, Level 2 mixture.

00744.90 Payment – Add the following bullet item after "No separate or additional payment will be made for:"

- Sawcutting, pavement removal, excavation, base rock, valve or manhole adjustments, and gravel transitions when included with this item in the Bid proposal.

Section 00745 – Hot Mixed Asphalt Concrete – Statistical Acceptance

00745.50 Temporary Surfacing Course – Add the following:

Trench plating does not take the place of temporary patching and will be considered incidental.

Section 00759 – Miscellaneous Portland Cement Concrete Structures

00759.90 Payment – Add the following at the end of this section:

No separate or additional payment will be made for sawcutting, pavement removal, excavation, base rock, weep holes when included with this item in the Bid Proposal.

PART 01000 – Right of Way Development and Control

Section 01030 – Seeding

Comply with Section 01030 of the Standard Specifications supplemented and/or modified as follows:

Materials

01030.13 Seed

(f) Type of Seed Mixes – Add the following sentence:

Submit, and obtain approval of, the proposed seed mix for every disturbed area proposed for re-establishment.

Labor

01030.30 General – Add the following paragraph:

(c) A licensed landscape contractor to perform all work which is subject to Sections 1030 and 1040.

Maintenance

01030.62 Establishment Work:

(b) All Other Seeding

(2) Fertilizing and Watering – Add the following sentence:

Communicate with, and demonstrate for, the property owner the appropriate water schedule to establish a healthy stand of plants.

Payment

01030.90 Payment – modify as follows:

(k) Lawn Seeding.....Lump Sum

BID PROPOSAL

In response to the request for bids by the City of Grants Pass, Bidder hereby submits the following Bid Proposal. This Bid Proposal incorporates the City's Drawings and Specifications, Bidder Requirements, Special Provisions, Proposed Contract terms, and Prevailing Wage Rates for Public Works Contracts in Oregon. This Bid Proposal includes documents titled Bid Schedule, First-Tier Subcontractor Disclosure Form, Project Supervisor, Bidder Residency Statement, Project Schedule and Bid Bond Form which are attached to and incorporated in this Bid Proposal.

PROJECT NAME: Edgewater/Evergreen Storm Drain
Project No. TR6245

BIDDER INFORMATION:

NAME: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

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 _____

Name of Agent _____

Phone # of Agent _____

_____ 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: _____

BID SCHEDULE

Edgewater/Evergreen Storm Drain TR6245

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES				
Item	Quantity	Unit	Unit Price (Fig.)	Extended Amount
1	Mobilization , move in of equipment and materials per APWA/ODOT Sec. 00210, installed, complete.			
	1	LS	\$	\$
2	Work Zone Traffic Control, includes TCD, TCM and TCP per approved plans, M.U.T.C.D., and APWA/ODOT Sec. 00225 and 00225.90 (b), complete.			
	1	LS	\$	\$
3	Erosion & Sediment Control , per approved plans and APWA/ODOT Sec. 00280.00 Inlet Protection, Dust Control, Sediment Fence, Biofilter Bags, installed complete.			
	1	LS	\$	\$
4	Construction Staking , lay out and set construction stakes and marks to establish the lines, grades, and slopes necessary for project completion, per Special Provisions Sec. 00150.15 (c).			
	1	LS	\$	\$
PART 00300 – ROADWORK				
5	Removal of Structures and Obstructions , includes removal and proper disposal of existing pipe, AC, curb & gutter and sidewalk and saw cutting or other methods of cutting pavement, per approved plans and APWA/ODOT Sec. 00310.and 00291.20(c), (Hazardous Waste), complete.			
	1	LS	\$	\$
6	Asphalt Pavement Cutting for “T” patch , per approved plans and APWA/ODOT Section 0000310 and City pavement cut policy.			
	780	LF	\$	\$
PART 00400 – DRAINAGE AND SEWERS				
7	48” Eccentric Storm Drain Manhole , per approved plans, GP338 and APWA /ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.			
	8	EA	\$	\$
8	60” Eccentric Storm Drain Manhole , per approved plans, GP338 and APWA /ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.			
	1	EA	\$	\$
9	48” Eccentric Sanitary Sewer Manhole , per approved plans, GP338 and APWA /ODOT Sec. 00470. Includes manhole, excavation, bedding and compacted backfill per APWA/ODOT Sec. 00405, adjustment to finish grade, concrete collars and pipe connections, installed, complete.			
	1	EA	\$	\$

10	Install 8" Sanitary Sewer Pipe, PVC , per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes connection to sanitary sewer system, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.	31	LF	\$	\$
11	Install 12" Storm Drain Pipe, HDPE , per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes connection to storm drain system, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.	392	LF	\$	\$
12	Install 15" Storm Drain Pipe, HDPE , per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes connection to storm drain system, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.	512	LF	\$	\$
13	Install 18" Storm Drain Pipe, HDPE , per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes connection to storm drain system, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.	423	LF	\$	\$
14	Install 18" Storm Drain Pipe, HDPE, (native backfill) , per approved plans, per GP300 and APWA/ODOT Sec. 00445. Includes connection to storm drain system, trench excavation, bedding and compacted backfill per APWA/ODOT Sec.00405, installed complete.	311	LF	\$	\$
15	Pipe Tees, Inserta Tees 8" , per approved plans and APWA/ODOT Sec. 00445. Installed, complete.	1	EA	\$	\$
16	Connect to Existing Storm Drain , per approved plans, and APWA/ODOT Sec. 00445. Includes all connections to existing storm drain pipe, trench excavation, bedding and compacted backfill per GP300, installed complete.	3	EA	\$	\$
17	Connect to Existing Sanitary Sewer , per approved plans, and APWA/ODOT Sec. 00445. Includes all connections to existing sanitary sewer pipe, trench excavation, bedding and compacted backfill per GP300, installed complete.	2	EA	\$	\$
18	Concrete Inlet, Type "G-2MA" , per GP364, approved plans and APWA/ODOT Sec. 00470. Includes excavation, backfill and all pipe connections. Installed complete.	13	EA	\$	\$
PART 00600 – BASES					
19	Regrade Shoulder with Crushed Rock , Varying thickness of ¾"-0 aggregate, compacted in place, per approved plans and APWA/ODOT Section 00640, 00641 and 02630. Installed complete.	40	TN	\$	\$
PART 00700 – WEARING SURFACES					
20	Asphalt Pavement , ½" dense, Level 2 mix, 3" compacted thickness, per APWA/ODOT Section 00744. Includes any minor valve or manhole adjustments. Installed complete.	120	TN	\$	\$

21	Concrete Curb & Gutter, Type "A" (Match Existing) , per approved plans, GP700 and APWA/ODOT Sec. 00759, includes excavation, curb openings per detail, installed complete.		
	22	LF	\$
22	Chip Seal (Graded Medium) , per approved plans and APWA/ODOT Section 00710. Includes aggregate and asphalt in emulsified asphalt surface treatment, any minor valve or manhole adjustments. Installed complete.		
	23,800	SF	\$
PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL			
23	Landscape Restoration , per approved plans, per APWA/ODOT Sec. 01030, complete.		
	1	LS	\$
PART 00200 – TEMPORARY FEATURES AND APPURTENANCES			
			\$
PART 00300 – ROADWORK			
			\$
PART 00400 – DRAINAGE AND SEWERS			
			\$
PART 00600 – BASES			
			\$
PART 00700 – WEARING SURFACES			
			\$
PART 01000 – RIGHT-OF-WAY DEVELOPMENT AND CONTROL			
			\$
SUM OF EXTENDED TOTALS			\$
CONTRACTOR SIGNATURE:			
DATE:			

**CITY OF GRANTS PASS
FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS**

It is the Bidder's responsibility to determine all the documents that must be submitted to the City. For purposes of this document, "submitted" means "in the physical possession of the City of Grants Pass.

CITY OF GRANTS PASS FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM TO BE SUBMITTED BY ALL BIDDERS NOT LATER THAN 5:00 P.M. THE DAY THE BID IS DUE.

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

"Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid."

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

- 1) The subcontractor's name
- 2) Dollar value
- 3) The category of work that the subcontractor would be performing.

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

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

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

**CITY OF GRANTS PASS
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter **"NONE"** if there are no subcontractors that need to be disclosed.
(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Edgewater/Evergreen Storm Drain

Project Number: TR6245 **Bid Closing – Date:** 02/27/2020 **Time:** 3:00 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, Electrical, Landscaping, etc.)
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	

Failure to submit this form by 5:00 p.m. on the day of the bid opening will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (Bidders 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 Engineer Approval.

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

Date

Firm

Telephone

BID BOND FORM

Herewith find a deposit in the form of a certified check, cashier's check, cash, irrevocable letter of credit or Bid Bond (*circle one*) in the amount of \$ _____ which amount is 10% of the total bid.

Signed: _____

.....

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Grants Pass, as obligee, hereinafter called the City, in the penal sum of _____ dollars, for the payment of which the Principal and the 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 the City shall award a Contract to the Principal for the **Edgewater/Evergreen Storm Drain / Project TR6245** according to the terms of the bid made by the Principal therefore, and the Principal shall duly make and enter into a Contract with the City in accordance with the terms of said bid award and shall give Bond for the faithful payment and performance thereof, with Surety or Sureties approved by the City; or if the Principal shall, in case of failure to do so, pay and forfeit to the City the penal amount of the deposit specified in the Contract Documents, 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 the City, as penalty and liquidated damages, the amount of this Bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____ 2020.

Principal

Surety

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION, made by and between the **CITY OF GRANTS PASS, 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: **“EDGEWATER/EVERGREEN STORM DRAIN”; PROJECT NO. TR6245**

Contractor shall at all time 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, or referenced, and incorporated in this contract:

- Requirements for Bidders
- Special Provisions
- Bid Proposal
- Bid Schedule Form
- First-Tier Subcontractor Disclosure Form
- Project Supervisor Questionnaire
- Oregon Bidder Residency Statement
- Project Schedule
- Bid Bond Form
- Current Prevailing Wage Rates for Public Works Contracts in Oregon
- 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 forty-five (45) calendar days after a written "Notice to Proceed" is given to the contractor. 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 Engineer 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 on Page 9 of the Requirements for Bidders, 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 _____ with _____ of _____ as surety, or alternatively, and subject to approval by City's Council as local contract review board, Contractor may submit a cashier's or certified check, letter of credit, or loan proceeds in said sum, payable to the City of Grants Pass, 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 279C.380, **Performance Bond; Payment Bond; Waiver of Bonds in Case of Emergency**. 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. FIFTEEN MONTH 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 fifteen (15) months 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

The provisions of "Minimum Wages for Federal and Federally Assisted Construction" as published in the Federal Register by the Department of Labor, Employment Standards Administration, Wage and Hour Division requiring workers on federal and federally assisted projects to be paid not less than the prevailing rate of wage, and other related statutes, are to be complied with by Contractor, and ORS 279C.800 through 279C.870 pertaining to Oregon State requirements are hereby incorporated herein by this reference. The City shall pay a fee equal to one-tenth of one percent (.001) of the price of this contract, but not less than \$250 nor more than \$7,500 regardless of the contract price. The public agency must pay the fee at the time the public agency enters into the public works contract. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Rate Unit #1045
800 NE Oregon Street
Portland, OR 97232-2180

The "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 279C.525, the terms of which are incorporated herein by this reference.

9. STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.

10. 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.

11. 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 Grants Pass in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.
- 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 Grants Pass a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City of Grants Pass. It is agreed that no person shall perform any acts on behalf of CONTRACTOR without having said insurance in full force and effect.

12. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the City of Grants Pass that:

- 1. Contractor has the power and authority to enter into and perform this Contract.
- 2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- 3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:
 - (a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - (c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

- (d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the City of Grants Pass under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the City of Grants Pass free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

13. CONTRACTOR'S COMPLIANCE WITH TAX LAWS

- 1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.
- 2. Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Any violation shall entitle the City of Grants Pass to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - (a) Termination of this Contract, in whole or in part; and
 - (b) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - (c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City of Grants Pass shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement services/replacement goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and the City of Grants Pass may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

14. HOLD HARMLESS

CONTRACTOR and its successors and assigns agrees to completely protect, save, defend, hold harmless and indemnify the City of Grants Pass, 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.

15. 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.

16. 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.

17. IN ACCORDANCE WITH ORS CHAPTER 279C

A. 279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.

Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (5) Demonstrate that an employee drug program is in place.

B. 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

- (1) If the 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 proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- (2) If the Contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the City or the Contractor, the 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.
- (3) If the Contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with

the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- (4) 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.

C. 279C.520 Condition concerning hours of labor.

Contractor shall:

- (1) Not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it and 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 four consecutive days, Monday through Friday; or
 - (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 consecutive days, Monday through Friday; and
 - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- (2) Give notice in writing to employees, who work on a public 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.

D. 279C.530 Condition concerning payment for medical care and providing workers' compensation.

Contractor shall:

- (1) 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 the Contractor, of all sums that the 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.

(2) Comply with ORS 656.017.

18. 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)).

19. 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.

20. WRITTEN MODIFICATIONS AND WAIVERS

The rights and benefits of the City, under this AGREEMENT and any parts thereof, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager.

21. 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 GRANTS PASS:

BY:

Jason Canady, Public Works Director

DATE: _____

Aaron K. Cubic, City Manager

DATE: _____

ATTEST:

Karen Frerk, City Recorder

DATE: _____

**APPROVED AS
TO FORM:**

Mark Bartholomew, City Attorney

DATE: _____

CONTRACTOR:

BY:

(Signature)

DATE: _____

(Print Name)

(Title)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____
as Principals, and _____
a corporation, duly authorized to do a general surety business in Oregon, as Surety, are jointly and
severally held and bound unto _____

the Obligee herein, in the sum of \$_____ (Figures) for the payment of
which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____
(Contractor)
the Principal herein, on the _____ day of _____, 20 _____, entered into a Contract with the
Oblige for construction of the CITY OF GRANTS PASS EDGEWATER/EVERGREEN STORM DRAIN
PROJECT NO. TR6245.

Contract Documents consist of the Bid Form, the Agreement, the Performance and Payment Bond, the
Requirements, the Special Provisions, the Drawings, and other components listed in the Agreement, all
as to hereto attached and made a part thereof, whereby said Principal undertakes to do all labor, furnish
all plant and equipment, and furnish all materials, in accordance with all terms and conditions set forth in
said Contract Documents; and to promptly make payment for all labor, services, material, and sums due
the Worker’s Compensation Board, or equivalent, the Collector of Internal Revenue, and the Treasurer of
the State of Oregon; and to save harmless the Oblige from any claim for damages or injury to property or
persons arising by reason of said work, as set out more fully in said Contract Documents; and to do and
perform all things in said Contract Documents required, in the time and manner and under the terms and
conditions therein set forth; and in conformity with all laws, State and National, applicable thereto.

Now, therefore, if said Principal herein shall promptly pay all persons furnishing labor, services, and
material, and Worker’s Compensation insurance or equivalent, and Social Security and Unemployment
Compensation to him and to his subcontractor, or to their assigns, on or about said work and shall,
commencing with the date hereof and continuing for fifteen (15) months after the complete performance
of the Contract and the final acceptance of the work in the Contract, save harmless the Obligees, its
officers and agents, from all claims therefore, or from any claim for damages or injury to property or
persons arising by reason of said work; and shall, in the time and manner, and under the terms and
conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said
Contract undertaken, and as by law, State and National, prescribed, then this obligation be void; but
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions.

- A. All suppliers of material, and all persons who shall supply laborers, mechanics, or subcontractors
with material, supplies, or provisions for carrying on such work, shall have a direct right or action
against the Principal and Surety on the Bond, second only to the right of the Oblige under this
Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of
the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be
asserted in a proceeding instituted in the name of the Oblige to the use and benefit of the person,
firm, or corporation instituting such action and of all persons, firms, or corporations having claims
hereunder, and any other person, firm or corporation having a claim hereunder shall have the
right to be made a party of such proceeding (but not later than fifteen [15] months after the
complete performance of said Contract and final acceptance of the work in the Contract) and to
have such claim adjudicated in such action and judgment rendered thereon.

- B. In no event shall the Surety be liable for a greater sum than the penalty of this Bond.
- C. The said Surety, for his value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. The Principal herein shall faithfully and truly observe and comply with the terms of the Contract and shall well and truly perform all matters and things by him undertaken to be performed under said Contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such Contract and shall not permit any lien or claim to be filed or prosecution against the Obliges, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the Worker's Compensation Board or equivalent and all contributions or amounts due the State Employment Compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to the State Department of Revenue and shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Principal, pursuant to the laws of this State and any Contract entered into pursuant thereto or collected or deducted from the wages of said employee pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said Principal by the laws of this State.

This Bond is given and received under the authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in

_____, this _____ day of _____, 20____.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Principal

Witnesses:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Countersigned:

By: _____
Resident Agent

The Attorney-In-Fact (Resident Agent) who executes this Bond in behalf of the Surety Company must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this Bond there must be attached a complete set of the Contract Documents, with all correction, interlineations, signatures, etc., completely reproduced therein.

CITY OF GRANTS PASS

TEMPORARY TRAFFIC CONTROL PLAN (TTCP) CHECKLIST

NO TRAFFIC CONTROL MAY BE IMPLEMENTED ON CITY STREETS WITHOUT CITY APPROVAL

This checklist is provided to assist developers, contractors and special event applicants in developing acceptable Temporary Traffic Control Plans (TTCP's) for encroachments onto the City right-of-way.

Please refer to the Manual of Uniform Traffic Control Devices (MUTCD), Part 6: Temporary Traffic Control, <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf> and 2018 ODOT Standard Specifications, Section 00225 – Work Zone Traffic Control for basic information on preparing TTCP's and typical examples, http://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf

Submit for approval, the Contractor TCP in writing five days before the preconstruction conference. If modifying or if not using the Agency TCP, submit the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed TCD's to be used.
- Proposed method for “folding or turning” signs at start and end of daily shift.
- Proposed order and duration of the traffic control measures.
- A detailed temporary striping plan if applicable.

A competent person or TCS shall be responsible for implementing and maintaining the TTCP.

All applicable signs SHALL be turned or removed at ends of shifts or properly covered if not in use.

Signs shall conform to 2018 ODOT Standard Specifications Section 00225.11.

Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled “Guidelines for Work Zone Traffic Control Devices”. Use new or acceptable TCD for all installations unless otherwise specified. Provide test results, quality compliance certificates, equipment lists and drawings when specified. Acceptance will be by the QPL, test results, quality compliance certificates, equipment lists, drawings and testing as necessary to assure compliance with the Specifications. After TCD have been installed and accepted on the Project, inspect and maintain the condition of the devices. All work zone TCD shall comply with the crashworthy requirements of the National Cooperative Highway Research Program (NCHRP) Report 350.

PLEASE NOTE: ALL APPLICABLE PREVAILING WAGE RATES AND AMENDMENTS ARE TO BE USED. THIS IS A PREVAILING WAGE PROJECT.

Prevailing Wage Rates for Public Works Contracts in Oregon
Oregon Bureau of Labor and Industries (BOLI)

Effective Date: January 1, 2020, including any other applicable amendments.

Region #8 (Jackson and Josephine Counties)

Documents are Available via the following:

Website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

Phone: (971) 673-0761



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

Company Name (Seal)

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Address

City *State* *Zip*

*FORM TO BE COMPLETED BY THE CITY OF GRANTS PASS.
IT IS INCLUDED IN THE CONTRACT DOCUMENTS FOR BIDDERS' INFORMATION ONLY.*

**RESPONSIBILITY DETERMINATION FORM FOR THE
EDGEWATER/EVERGREEN STORM DRAIN
FOR THE CITY OF GRANTS PASS**

PROJECT NAME:	Edgewater/Evergreen Storm Drain
PROJECT NUMBER:	TR6245
BIDDER'S BUSINESS ENTITY NAME:	
BIDDER'S CCB LICENSE NUMBER:	
FORM SUBMITTED BY: (AGENCY NAME)	City of Grants Pass
FORM SUBMITTED BY: (EMPLOYEE NAME)	Kendra Astry
TITLE:	Engineering Dept Support Technician
DATE:	

THE CITY OF GRANTS PASS HAS:

- Checked the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract.
- Determined whether the Bidder has met the standards of responsibility. In doing so, the City of Grants Pass has considered whether the Bidder:
 - Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
 - Is covered by liability insurance and other insurance in amounts required in the solicitation documents.
 - Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
 - Has disclosed the Bidder's First-Tier Subcontractors in accordance with ORS 279C.370.
 - Has a satisfactory record of performance.
 - Has a satisfactory record of integrity.
 - Is legally qualified to contract with the City of Grants Pass.
 - Has supplied all necessary information in connection with the inquiry concerning responsibility.
- Determined the Bidder to be (check only one of the following):
 - Responsible under ORS 279C.375 (3)(a) and (b).
 - Not responsible under ORS 279C.375 (3)(a) and (b).
(Attach documentation if the City of Grants Pass finds the bidder not to be responsible).

This form and any attachments must be submitted within 30 days after the date of Contract Award to the Oregon Construction Contractors Board, PO Box 14140, Salem, OR 97309-5052, Phone (503) 378-4621, Fax (503) 373-2007.