

**FOR REFERENCE ONLY**

**CITY OF SHADY COVE  
OREGON**

**CONTRACT & BID DOCUMENTS  
FOR THE CONSTRUCTION OF**

**AUNT CAROLINE'S PARK  
PEDESTRIAN ACCESS**

**PROJECT NO. S19-003**

**February 26, 2020**

**KAS & Associates, Inc.  
304 South Holly Street  
Medford, OR 97501  
(541) 772-5807 (Phone)  
Scott D. Pingle, P.E., S.E.  
City Engineer**

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**CITY OF SHADY COVE  
SHADY COVE, OREGON**

**ADVERTISEMENT FOR BIDS**

Sealed Bids addressed to the City of Shady Cove, Oregon and endorsed “ATTN: TOM CORRIGAN, CITY ADMINISTRATOR – BID FOR THE CONSTRUCTION OF AUNT CAROLINE’S PARK PEDESTRIAN ACCESS – PROJECT NO. S19-003”, will be received at City Hall, 22451 Highway 62, Shady Cove, Oregon 97539, (mailing address: P.O. Box 1210, Shady Cove, Oregon 97539), until, but not after 2:00 p.m. Pacific Standard Time on February 26, 2020, at which time all Bids will be publicly opened and read.

The bidder will complete the work, in all respects, by May 21, 2020. The work shall consist of supplying all labor, equipment, and materials necessary to construct improvements including but not limited to the following approximate quantities for major work items:

- 60 CY General Excavation
- 165 TONS of Aggregate Base
- 423 SF Concrete Walks
- 3 CY of Concrete Stairs
- 37 CY of Concrete Retaining Walls
- 248 LF of (2) Rail – Metal Handrail

Contract Documents may be reviewed at KAS & Associates, Inc., 304 S. Holly St., Medford, Oregon 97501, and copies may be obtained for a non-refundable fee of thirty dollars (\$30.00).

**MAKE CHECKS PAYABLE TO: CITY OF SHADY COVE**

For inquiries concerning said project, contact Scott Pingle, City Engineer, (541) 772-5807. Bids shall only be made on the forms furnished by KAS & Associates, Inc and will not be provided until the non-refundable fee is paid.

A MANDATORY Pre-Bid meeting and Site Inspection will be held at City Hall, 22451 Highway 62, Shady Cove, Oregon on February 18, 2020 at 10:00 a.m. All prospective bidders are REQUIRED to attend.

A surety bond, cashiers, or certified check from the bidder, payable to the City of Shady Cove in the amount of ten percent (10%) of the bid must accompany each bid as security.

All projects require the Contractor to provide a “Performance” bond and a “Payment” bond, each equal to the total amount of the contract.

The bidder must include with the bid a completed Oregon Bidder Residency Statement included with the contract documents.

No bid will be received or considered unless the bidder is registered with the Construction Contractor's Board as required by provisions by ORS 701.021.

Bidders shall submit proof of pre-qualification for classes of work described above at least five days prior to the opening of the bids.

All projects in excess of \$50,000.00 require the Contractor to pay prevailing wage rates. No bid shall be considered unless the bid contains a statement by the bidder as part of the bid that the provisions of ORS 279C.800 through 279C.875 Prevailing Wage Rates will be complied with.

Contractors awarded a contract must provide proof of required insurance (as required in the City's contract form) at the time of execution of the contract. A contract is not accepted unless such proof of insurance is provided.

The City of Shady Cove may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and reserves the right to reject for any good cause or all bids, waive formalities, or to accept any bid which appears to serve the best interest of the City.

## PROPOSAL

TO: City of Shady Cove  
City Hall  
22345 Hwy. 62  
Shady Cove, OR 97539

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in the Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on the Contract.

The undersigned further declares that the Bidder has received, read and understood all Bid Documents; received, read and understood all addenda; the bidder has taken no exceptions other than those clearly stated in this proposal; the bidder will be liable for increased costs (and attorney fees) for retaining a replacement bidder if the undersigned bidder is awarded the contract but refuses to sign the contract; the bidder has examined the plans and specifications, has visited the site, and made such investigation as is necessary to determine the character of the materials and conditions to be encountered in the work.

### CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this Proposal is accepted, the bidder will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver surety bond or bonds as required, and deliver required proof of insurance as specified in these Documents. The bid security attached in the sum of ten percent of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder agrees, to the extent of this Proposal, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### START OF CONSTRUCTION AND CONTRACT TIME

The Bidder agrees that the "Contract Time" shall be as defined in the specifications and that the bidder will complete the work, in all respects, by **May 21, 2020**.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner, for each consecutive calendar day thereafter, as specified in the General Conditions, Subsection 00180.85, that the project remains incomplete.

ADDENDA

The Bidder hereby acknowledges that addenda(s) numbered \_\_\_\_\_ through \_\_\_\_\_ have been received, examined and included as part of the Contract Documents.

LAWS AND SALES AND USE TAXES

The Bidder will comply with all the laws of the Federal Government, State of Oregon, and the City of Shady Cove which are pertinent to construction contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these specifications. The Bidder further agrees that all Federal, State, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM AND UNIT PRICE WORK

It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "Extra Work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

All items for the contract for which forms are provided in the bid documents have been completed in full by the showing of a lump sum price or prices for each and every item and by the showing of other information indicated by the proposal form. The undersigned submits the unit prices set forth as those at which the bidder will perform the work involved. The extensions in the column headed "Total" are made up for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the totals shown, the unit prices shall govern.

The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.

**BID SCHEDULE**  
**AUNT CAROLINE'S PARK PEDESTRIAN ACCESS**  
**PROJECT NO.: S19-003**

DIVISION	QUANTITY	UNIT	UNIT PRICE (FIGURE)	UNIT PRICE IN WORDS	TOTAL AMOUNT
<b>00210 MOBILIZATION</b>					
1 Mobilization	1	LS	\$	\$	\$
<b>00225 WORK ZONE TRAFFIC CONTROL</b>					
2 Temporary Work Zone Traffic Control, Complete	1	LS	\$	\$	\$
<b>00280 EROSION AND SEDIMENT CONTROL</b>					
3 Erosion Control, Complete	1	LS	\$	\$	\$
<b>00310 REMOVAL OF STRUCTURES AND OBSTRUCTIONS</b>					
4 Removal of Pipe Bollards	3	EA	\$	\$	\$
5 Removal of Irrigation Piping and Sprinklers	1	LS	\$	\$	\$
<b>00320 CLEARING AND GRUBBING</b>					
6 Clearing and Grubbing	1	LS	\$	\$	\$
<b>00330 EARTHWORK</b>					
7 General Excavation	60	CY	\$	\$	\$
<b>0596C CAST-IN-PLACE CONCRETE RETAINING WALLS</b>					
8 Cast-In-Place Concrete Semi-Gravity Cantilever Retaining Wall	1	LS	\$	\$	\$
<b>00640 AGGREGATE BASE AND SHOULDERS</b>					
9 Aggregate Base	165	TONS	\$	\$	\$
<b>00759 MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES</b>					
10 Concrete Walks (4" Thick, Unreinforced)	266	SF	\$	\$	\$
11 Concrete Walks (6" Thick with #4 Bars @ 16" O.C.E.W.)	157	SF	\$	\$	\$

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12	Concrete Stairs	<u>3</u>	CY	\$	<u>          </u>	\$	<u>          </u>	\$	<u>          </u>
13	Metal Handrail, 2 Rails	<u>248</u>	LF	\$	<u>          </u>	\$	<u>          </u>	\$	<u>          </u>
14	Truncated Domes on New Surfaces, 2'x5'	<u>2</u>	EA	\$	<u>          </u>	\$	<u>          </u>	\$	<u>          </u>
								<b>TOTAL \$</b>	<u>          </u>



The City reserves the right to reject any and all bids, waive formalities, or accept any bid which appears to serve the best interests of the City in accordance with ORS 279B.100.

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

---

Whose Address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

---

Firm Name of Bidder

---

Signature of Bidder

---

Printed Name of Bidder

---

Official Title

---

State of Incorporation

---

CCB Number

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

**OREGON**  
**BIDDER RESIDENCY STATEMENT**

\*\*\*THIS PAGE MUST BE COMPLETED, SIGNED, & RETURNED\*\*\*

FAILURE TO DO SO WILL RESULT IN BID REJECTION

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:  
(See ORS 279A.120)

For the purpose of awarding the contract, a public contracting agency shall, add a percent increase to 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 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.”

1. CHECK ONE: Bidder is \_\_\_\_\_Resident Bidder  
                                          \_\_\_\_\_Non-Resident Bidder

2. If a resident Bidder, enter your Oregon business address:  
\_\_\_\_\_

3. If a non-resident Bidder, enter state of residency:  
\_\_\_\_\_

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

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

Name (Print or Type): \_\_\_\_\_

Firm: \_\_\_\_\_

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

## FIRST-TIER SUBCONTRACTOR DISCLOSURE

### Instructions for First-Tier Subcontractors Disclosure

Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the total project bid, but at least \$15,000, whichever is greater, or (ii) \$350,000 regardless of the percentage of the total project bid, you must disclose the following information about that subcontractor within two working hours of bid closing:

- a) The subcontractor's name and address;
- b) The subcontractor's Construction Contractor Board registration number, if one is required, and;
- c) The category of work the subcontractor will be performing
- d) The dollar value of the subcontract.

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

**THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION WITHIN TWO HOURS OF BID CLOSING.**

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

- 1) Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
- 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (i) 5% of the lowest contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the (\$40,000 services).
- 3) **Submission:** A Bidder shall submit the disclosure form required by this rule within two (2) working hours of Bid Closing in the manner specified in the Bid Documents.
- 4) **Responsiveness:** Compliance with the disclosure and submittal requirements of ORS 279C.370 is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are nonresponsive and shall not be considered for Contract award. The Agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- 5) **Substitution:** A contractor may substitute a first-tier subcontractor under the provisions or ORS 279C.585. A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements

The disclosure shall be submitted on the following form:

**City of Shady Cove**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**(As Required by ORS 279C.370 and OAR 137-049-360)**  
**AUNT CAROLINE'S PARK**  
**PEDESTRIAN ACCESS**  
**PROJECT NO. S19-003**  
**Bid Closing Date: February 26, 2020**

SUBCONTRACTORS NAME AND ADDRESS	CONSTRUCTION CONTRACTOR BOARD REGISTRATION NUMBER	CATEGORY OF WORK	SUB- CONTRACT DOLLAR VALUE

If you will not be using any subcontractors that are subject to the above disclosure requirements, check **None** \_\_\_\_\_.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

**COMPLIANCE STATEMENT**

State of Oregon  
Minimum Wage Provisions

If the proposed bid price will exceed \$50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 – 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements if awarded a Contract for:

Project Name: Aunt Caroline’s Park – Pedestrian Access

Project No.: S19-003

Date of Opening: February 26, 2020

Place of Opening: City Hall  
22451 Hwy. 62  
Shady Cove, Oregon 97539

\_\_\_\_\_  
**Signature**

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

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
hereinafter called Principal, and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_,  
having a principal place of business at \_\_\_\_\_,  
in the State of \_\_\_\_\_ and authorized to do business in the State of Oregon, as Surety,  
are held and firmly bound unto the City of Shady Cove, Oregon, hereinafter called the Obligee, in  
the penal sum of \_\_\_\_\_ Dollars.(\$\_\_\_\_\_).

For the payment of which well and truly made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that, whereas, the Principal herein is herewith submitting a certain  
BID for the construction of Aunt Caroline’s Park Pedestrian Access - PROJECT No. S19-003.

Said BID, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said BID submitted by the said Principal be accepted, and the Contract  
be awarded to said Principal, and if the said Principal shall execute the proposed Contract and shall  
furnish Performance Bond and Payment Bond proof of insurance as required by the Contract  
Documents within the time fixed by said Documents, then this obligation shall be void, otherwise to  
remain in full force and effect. If the Principal shall fail to execute the proposed Contract and  
furnish the Bonds and proof of insurance, the Surety hereby agrees to pay to the Obligee the penal  
sum as liquidated damages, within ten days of such failure.

The Surety, for value received, stipulates and agrees that the obligations of the Surety and its BOND  
shall be in no way impaired or affected by any extension of the time within which the Obligee may  
accept such BID; and the Surety waives notice of any such extension.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-In-Fact

(A certified copy of the Agent’s Power-of-Attorney must be attached hereto.)

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department’s most current list  
(Circular 570 as amended) and be authorized to transact business in the State of Oregon.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned \_\_\_\_\_, as Principal, further referred to in this bond as Contractor, and \_\_\_\_\_, duly authorized to transact Surety business in the State of Oregon, as Surety, are jointly and severally held and firmly bound unto City of Shady Cove, as Obligee, further referred to in this bond as City, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Contractor herein has made and entered into a certain Contract, a copy of which is attached hereto, with City of Shady Cove, which Contract, together with the General Requirements, Specifications, applicable Plans, and schedule of Contract prices, is by this reference made a part hereof, under which Contract the Contractor agrees to furnish certain materials and to perform certain work consisting of:

**Construction of Aunt Caroline's Park  
Pedestrian Access  
Project No. S19-003**

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

1. This Performance Bond shall guarantee the improvement against defects in materials or workmanship for a period of two (2) years from the date of written acceptance by City.
2. If Contractor faithfully performs the terms, conditions and provisions of the said Contract for the duration thereof, including the one year guarantee period, and shall well and truly and fully do and perform all matters and things undertaken to be performed under said Contract, upon the terms set forth therein and within the time prescribed therein, and in all respects performs said Contract according to law, then this obligation is null and void; otherwise it shall remain in full force and effect.
3. Contractor shall indemnify and save harmless City against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by Contractor or his subcontractors.
4. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the Contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
5. This bond is subject to claims under ORS 279C.380 through 279C.390.
6. In no event shall the Surety be liable for a greater sum than the penalty of this bond.
7. The Surety, for the 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 in 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 Contract Documents.
8. Nonpayment of the bond premium shall not invalidate this bond.

IN WITNESS WHEREOF, the seal and signatures of the Contractor is hereto affixed and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in-fact. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: \_\_\_\_\_

Bond Agent: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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

(Corporate Seal)

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

Attest: \_\_\_\_\_

Corporate Secretary

WITNESS: SURETY: \_\_\_\_\_

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

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

(Corporate Seal)

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

Attest: \_\_\_\_\_

Corporate Secretary

(The Attorney-In-Fact, who executes this bond in behalf of the Surety Company, must attach a certified copy of his Power-of-Attorney as evidence of this authority).



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned \_\_\_\_\_, as Principal, further referred to in this bond as Contractor, and \_\_\_\_\_, duly authorized to transact Surety business in the State of Oregon, as Surety, are jointly and severally held and firmly bound unto City of Shady Cove, as Obligee, further referred to in this bond as City, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Contractor herein has made and entered into a certain Contract, a copy of which is attached hereto, with City of Shady Cove, which Contract, together with the General Requirements, Specifications, applicable Plans, and schedule of Contract prices, is by this reference made a part hereof, under which Contract the Contractor agrees to furnish certain materials and to perform certain work consisting of:

**Construction of Aunt Caroline's Park  
Pedestrian Access  
Project No. S19-003**

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

9. If Contractor faithfully performs the terms, conditions and provisions of the said Contract within the time prescribed therein, and makes payment promptly, as due, to all subcontractors, and all persons supplying to the Contractor and his subcontractors, (claimants, as defined in ORS 279C.600 through 279C.620), equipment, supplies, labor, or materials for the prosecution of the work, or any part thereof, provided for in said Contract; and shall pay all other just debts, dues, and demands incurred in the performance of the said Contract and shall pay City such damages as may accrue under said Contract, then this obligation is null and void; otherwise it shall remain in full force and effect.
10. Contractor shall indemnify and save harmless City against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the payment of the said Contract by Contractor or his subcontractors.
11. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the Contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
12. This bond is subject to claims under ORS 279C.380 through 279C.390.
13. In no event shall the Surety be liable for a greater sum than the penalty of this bond.
14. The Surety, for the 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 in 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 Contract Documents.
15. Nonpayment of the bond premium shall not invalidate this bond.

IN WITNESS WHEREOF, the seal and signatures of the Contractor is hereto affixed and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in-fact. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: \_\_\_\_\_

Bond Agent: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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

(Corporate Seal)

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

Attest: \_\_\_\_\_

Corporate Secretary

WITNESS: SURETY: \_\_\_\_\_

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

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

(Corporate Seal)

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

Attest: \_\_\_\_\_

Corporate Secretary

(The Attorney-In-Fact, who executes this bond in behalf of the Surety Company, must attach a certified copy of his Power-of-Attorney as evidence of this authority).

**CERTIFICATIONS OF REPRESENTATION**

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

\_\_\_\_\_ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

\_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

\_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.

\_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.

\_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.

\_\_\_\_\_ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taxpayer ID No.

**CITY OF SHADY COVE**  
**CONTRACT FOR PUBLIC WORKS CONSTRUCTION**

THIS CONTRACT, made and entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Shady Cove, hereinafter called “City”, and \_\_\_\_\_, hereinafter called “Contractor”

City and Contractor agree:

1. Contract Documents:

This contract is made as a result of an Advertisement for Bid issued by City for Construction of Aunt Caroline’s Park Pedestrian Access, Project No. S19-003. Contractor was awarded the bid as the lowest responsible bidder. In the event of any inconsistencies in the terms of this contract, the contract documents defined in the Advertisement for Bid and Contractor’s bid, this contract shall take precedence over the contract documents, which shall take precedence over the bid. This contract and attached exhibits constitute the entire agreement between the parties. No waiver, consent, or modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this contract, understands it, and agrees to be bound by its terms and conditions.

2. Scope:

Contractor shall begin and complete the project described in the contract documents within the time prescribed in the contract documents. The following exceptions, alterations, or modifications to the contract documents are incorporated into this contract:

3. Price & Payment:

City shall pay Contractor amounts earned under the contract. All payments will be made at the times and in the manner provided in the contract documents.

4. Performance and Payment Bonds:

Contractor shall, within five days after execution of the contract and prior to doing any work under the contract, furnish bonds to the City of Shady Cove in a form and with a surety satisfactory to City in the penal sum of \$\_\_\_\_\_ conditioned upon the faithful payment and performance of this contract upon the part of the Contractor as required by ORS 279C.380.

5. Indemnification:

Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services attendant to this contract.) Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and approximately caused by the negligence of City.

## 6. Insurance:

Contractor shall, at its own expense, at all times during the term of this agreement, maintain in force:

**6.1 General Liability.** A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations, owner's and contractor's protective insurance and comprehensive automobile liability including owned and non-owned automobiles. The liability under each policy shall be a minimum of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis.

**6.2 Worker's Compensation.** Worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

**6.3 Automobile Liability.** Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

The City of Shady Cove, its officers, employees and agents shall be named as additional insureds on each required insurance policy. Contractor shall submit certificates of insurance acceptable to the City with the signed contract prior to the commencement of any work under this agreement. These certificates shall contain provision that coverage afforded under the policies can not be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## 7. Compliance with Law:

7.1. This contract will be governed by and construed in accordance with laws of the State of Oregon. Contractor shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, City and city governments with respect to the services including, but not limited to, provisions of ORS 279C.505, 279C.515, 279C.520 and 279C.530.

7.2. Pursuant to ORS 279C.520(2) any person employed by Contractor who performs work under this contract shall be paid at least time and a half pay for all overtime in excess of 40 hours in any one week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209.

7.3. Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any work, Contractor shall certify to City that Contractor has workers' compensation coverage required by ORS Chapter 656. If Contractor is a carrier insured employer, Contractor shall provide City with a certificate of insurance. If Contractor is a self-insured employer, Contractor shall provide City with a certification from the Oregon Department of Insurance and Finance as evidence of Contractor's status.

7.4. Any claim, action, suit or proceeding (collectively, “the claim”) between the City (and/or any other or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

8. Default: A default shall occur under any of the following circumstances:

8.1 If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workers or equipment or with sufficient materials to insure the prompt completion of the project, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work.

8.2 If the Contractor shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against the Contractor unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.

8.3 From any other cause whatsoever, shall not carry on the work in an acceptable manner.

8.4 Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract;

8.5 Contractor loses its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that it required to perform the Services or to qualify as a QRF;

8.6 Contractor attempts to assign rights in, or delegate duties under the Contract.

9. Remedies:

In addition to the rights and remedies to which the City may be entitled by law for the enforcement of its rights under this contract, City shall have full power and authority, without violating this contract, to take prosecution of the work from the Contractor, and appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may cause a contract for the completion of this contract according to its terms and provisions, or use such methods as required for the completion of the contract, in any acceptable manner. All costs and charges incurred by the City together with the costs of completing the work under the Contract shall be deducted from any money due or which shall become due the Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the contract if it had been completed by the Contractor, then the Contractor shall be entitled to received the difference less any damages for delay to which the City may be entitled. In case such expense shall exceed the sum, which would have been payable under the contract, the Contractor and the surety shall be liable and agree to and shall pay the City the amount of the excess with damages for delay of performance, if any.

## 10. Termination:

10.1 Mutual consent. This contract may be terminated at any time by mutual consent of both parties.

10.2 City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.

10.3 For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

a. If City funding from federal, state, county, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or

c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract for any reason denied, revoked, suspended, or not renewed.

## 10.4 For Default or Breach.

a. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

b. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. City by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.

c. The rights and remedies of City provided in this subsection (10.4) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10.5 Obligation/Liability of Parties: Termination or modification of this contract pursuant to subsections 10.1, 10.2, 10.3 and 10.4 above shall be without prejudice to any obligations or liabilities or either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 10.1, 10.2, 10.3 and 10.4 of this section, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by City in notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

11. Funds Available and Authorized:

City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

12. Prevailing Wage Rates: The Contractor shall fully comply with the provisions of ORS 279C.800 through 279C.870 pertaining to prevailing wage rates.

13. Assignment and Subcontracts:

Contractor shall not assign this contract without the written consent of City. Any attempted assignment without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City. Contractor may not substitute any subcontractors from the submitted list of First-Tier Subcontractor Disclosure Form without written consent of the City, or by following the procedures of ORS 279C.585 and OAR 137-049-0360.

14. Governing Law; Jurisdiction; Venue:

This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.



15. **MERGER CLAUSE:** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

16. Warranty:

The Contractor shall guarantee the improvement against defects in materials or workmanship for a period of two (2) years from the date of Second Notification by the City of Shady Cove.

17. Liquidated Damages: In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid according to Section 00180.85 of the Standard Specifications.

18. Prior Approval Required: Approval of the City of Shady Cove Council or Public Contracting Officer is required before any work may begin under this contract.

CONTRACTOR

CITY OF SHADY COVE

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

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

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

REVIEWED AS TO FORM:

REVIEWED AS TO CONTENT:

By: \_\_\_\_\_  
Legal Department Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head Date: \_\_\_\_\_

Coding: \_\_\_\_\_  
(For City use only)

**GENERAL REQUIREMENTS**

**SEE - "2018 OREGON STANDARD  
SPECIFICATIONS FOR CONSTRUCTION"**

**SPECIAL SPECIFICATIONS AND PROVISIONS****FOR****AUNT CAROLINE'S PARK  
PEDESTRIAN ACCESS****PROJECT NO. S19-003**

The requirements for contract work are contained in the “**OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2018**” Oregon Department of Transportation/ Oregon Chapter APWA. All work performed under this contract shall conform to the Standard Specifications supplemented and/or modified as follows:

1. The approximate quantity of concrete for Retaining Wall, Cast-In-Place Concrete, Semi-Gravity Cantilever is 37 CY. (This assumes 4' tall walls in all locations.)
2. The pay item for Concrete Stairs is from the bottom of the first tread at Station 0+16.00 to the angle point at Station 0+35.28 and includes all concrete, reinforcing steel and formwork, complete and in-place.
3. The pay item for Erosion Control includes all erosion and sediment control measures, as outlined on the Plans and approximately 20 CY of Topsoil for backfilling the exterior side of the retaining walls and blending into the existing ground.
4. The pay item for Clearing and Grubbing includes removing (2) trees and stumps, grass sod and organic materials, roots and trimming tree branches to 10' clear above the finished surface of the concrete walks and stairway.
5. The pay item for Removal of Irrigation Piping and Sprinklers shall be for cutting, removing, capping and marking irrigation piping and sprinklers within the work zone. Contractor shall make every effort to damage as little of the existing irrigation system as possible and shall verify and coordinate all discoveries to the City of Shady Cove Public Works Department. The City shall provide and install new irrigation sleeves and facilities in and around the work zone as needed, in coordination with the Contractor.
6. All concrete walks and stairs shall have light broom finish, side to side. The ramps and stairs shall have control joints at landings and approximately 5' spacing.
7. Contractor must obtain an encroachment permit from Jackson County Road and Parks for work within the Indian Creek Road right-of-way.
8. Contractor shall remove all excavated materials from site and shall disturb as little of the Park as possible, outside of the immediate work zones. Contractor shall be responsible for repairing and replacing any damaged items within the Park, outside of the immediate work zones.
9. The Park will be closed to the Public during Construction and the asphalt parking lot may be used for staging and storage of materials. Contractor shall be responsible for protecting materials and staging area and must restore to original condition upon project completion.

## PART 00100 – GENERAL CONDITIONS

### SECTION 00110 – Organization, Conventions, Abbreviations, and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

**00110.20 Definitions** –Substitute the following:

**Bid Booklet** – The official version that is obtained directly from KAS & Associates, Inc. at 304 South Holly Street, Medford, Oregon 97501 for a non-refundable fee, as specified in the Advertisement. The Bid Booklet and Plans may be reviewed at KAS & Associates, Inc. or at other possible locations without charge.

### SECTION 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders** –Substitute the following:

All Contractors shall comply with all laws of Oregon pertaining to the qualification of bidders and shall be prequalified by either the Oregon Department of Transportation (ODOT), City of Medford or Jackson County in the Class or Classes of Work required by the Contract. The Contractor shall provide evidence of prequalification to the Engineer at least five days before the published opening of bids.

**00120.01 General Bidding Requirements** – Substitute the following:

Bidders may submit Bids by paper only from a Bid Booklet obtained directly from KAS & Associates, Inc. at 304 South Holly Street, Medford, Oregon 97501 for a non-refundable fee, as specified in the Advertisement.

**00120.05 Requests for Solicitation Documents** – Substitute the following:

Bidders must obtain the plans and specifications (Solicitation Documents) from the office of KAS & Associates, Inc., 304 South Holly Street, Medford, Oregon 97501; (541) 772-5807, between 8 a.m. and 4:00 p.m., Monday through Thursday. Each request must include both the name of the person ordering or obtaining the Solicitation Documents, and the name of the Entity intending to use them. The Agency will add the name of the Entity intending to use the Solicitation Documents to the list of Holders of Bidding Plans. Bidders are cautioned that only Solicitation Documents obtained from KAS & Associates, Inc. may be used to submit bids.

Informational Plans and Specifications (not for bidding) are available at KAS & Associates, Inc. and copies of the Oregon Standard Specifications may be purchased at the ODOT Procurement Office – Construction, Contractor Plans, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348; (telephone 503-986-6936). The Standard Specifications may also be downloaded from the ODOT's web site:

[http://www.oregon.gov/ODOT/HWY/SPECS/standard\\_specifications.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be encountered** – Add the following paragraphs:

Requests for clarifications specified above should go to:

**Scott D. Pingle, P.E., S.E.**  
KAS & Associates, Inc.  
304 South Holly Street  
Medford, OR 97501  
(541) 772-5807  
[scott@kasinc.com](mailto:scott@kasinc.com)

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** – Substitute the following: The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda to Bidders by email or physical copies as soon as available.

Bidders shall be responsible for checking with the Agency for Addenda. Bidders should check with Agency weekly until the week of the Bid Closing and daily the week of Bid Closing.

Bidders, not the Agency, shall be responsible for failure of Bidders to check for Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

**00120.40 Preparation of Bid** – Bids not in compliance with the requirements of this Subsection will be considered non-responsive. Substitute the following:

**00120.40 (a) General** – Bidders shall not alter, in any manner, the documents bound within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the booklet. Entries on documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

The bidder shall properly complete and bind all documents in the Bid Section, as designated in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided (See 00120.40(e)).

**00120.40 (c) Bid Schedule Entries** - Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimals, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidders shall also enter the total amount of the Bid obtained by adding amounts for all items in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out, correct entry entered and initialed.

**00120.40 (d) Bidder's Address and Signature Pages** – Bidders shall include in the Bid the Address to which all communications concerning the Bid and Contract should be sent. The bid must be signed by a duly authorized representative of the Bidder.

**00120.40 (e) Bid Guaranty** – Bids must be accompanied by a Bid Guaranty in the amount of 10% of the total amount of the Bid. The guaranty shall be either a Surety bond, irrevocable letter of credit issued by an

insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365 (4))

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the Bid Booklet. Bidders shall submit the bond with original signatures and the Surety's seal affixed.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60 and return of guaranties is covered by 00130.70.

**00120.40 (f) Disclosure of First-Tier Subcontractors** – Delete the end of the section starting with “The Subcontractor Disclosure Form may be submitted for a paper Bid (see 00120.05(b)(1)) by:” and substitute the following:

The Subcontractor Disclosure Form may be submitted either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids,
- By removing it from the Bid Booklet, filling it out and submitting it separately to the Agency at the address or Fax number given in the Bid Booklet.

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of the Subsection will be considered non-responsive.

**00120.40 (g) Disclosure of Conflict of Interest** – Delete this Section and substitute the following:

The Agency does **NOT** require any Conflict of Interest Disclosure Forms.

**00120.45 Submittal of Bids** – Bids may be submitted by mail, parcel delivery service or hand delivery to the Agency at the address and time given in the Bid Booklet. Submit Bids in a sealed envelope marked with the word “Bid”, the name of the Project, and the words “To Be Opened Only by Authorized Personnel” on the outside. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope.

Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Closing time for acceptance of Bids is 2:00 p.m. local time on the day of Bid Opening.

**00120.50 Submitting Bids for More than One Contract** – Section deleted.

**00120.60 Revision or Withdrawal of Bids** – Substitute the following:

Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to Agency's address given in the Bid Booklet, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet;
- Changes are received at the same offices, addresses, and times identified in the Bid Booklet for submitting Bids; and
- The changes are submitted in writing or by electronic transmission to the number(s) given in the Bid Booklet, signed by an individual authorized to sign the Bid. Electronic submittals received by the Agency shall constitute an original document.

A Bidder may withdraw its Bid after it has been delivered to Agency's address given in the Bid Booklet, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, either in person or by electronic transmission;
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the Bid Booklet for submitting Bids.

**00120.70 Rejection of Nonresponsive Bids** – Substitute the following:

A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from KAS & Associates, Inc., or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.05.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink or has signatures or initials not in ink (save for changes received electronically as provided by 00120.60).
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document.
- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received within two working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.

- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Bidder has not submitted required Conflict of Interest Disclosure Form(s), if any, (See 00120.40(g).)

### **SECTION 00130 – Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

**00130.10 Award of Contract** – Substitute the following for the third paragraph:

The Agency will provide Notice of Intent to Award to all Holders of Bidding Plans via the email addresses number provided by the bidder, or as otherwise established by the Agency.

**00130.15 Right to Protest Award** – Substitute the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within three working days following posting of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

**00130.50 Execution of Contract and Bonds** - Substitute the following:

**00130.50 (a) By the Bidder** - Substitute the following for the first paragraph:

The successful Bidder shall deliver the required number of Contract Documents, with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 10 Calendar Days after the date on which the Contract Documents are sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. No copies of these documents will be accepted by the Agency.

**00130.50 (b) By the Agency** - Substitute the following:

Within seven Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a) and received legal sufficiency approval from the Agency's Attorney (if required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

### **SECTION 00140 – Scope of Work**

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

**00140.50 Environmental Pollution Changes** - Delete the second paragraph in its entirety.



**00140.90 Final Trimming and Cleanup** – add the following bulleted items to this subsection:

- Repair and restore soil grades and re-seed any damaged or settled areas, at the Contractor's expense.
- Where private property(s) will be affected by construction but cannot realistically be restored to its pre-existing condition before the contractor will leave the site, agreement shall be reached with the owners of the property(s) regarding how the site shall be left and the Engineer shall review the agreement before the excavation or other work begins.
- Review clean-up of areas adjacent to private property with owners or owner's agents, grade non-landscaped shoulders, park rows, or unsightly areas caused by the construction to a smooth condition free of sudden transitions, piles, or trip hazards, unless specific objections are raised by the property owner or owner's agent. If objections are raised, contact the Engineer to inspect site and provide direction. Do not negatively impact trees or other adjacent plants. Notify affected owners and occupants of adjacent properties of completion of clean-up prior to leaving the site. Verify that no other clean-up work remains.

### **SECTION 00150 – Control of Work**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

#### **00150.15 Construction Stakes, Lines, and Grades:**

**00150.15 (a) General** – The Contractor shall perform no Work until a pre-construction meeting with the Engineer and the Inspector has been held to establish and verify field control. Work performed without field controls will be subject to removal at the Contractor's expense.

#### **00150.50 Cooperation with Utilities** - Replace subsection (b) with the following:

The Agency has not made arrangements for planned Adjustments of Utilities. The Contractor shall meet with affected Utility Company representatives on a weekly basis or as requested to coordinate utility relocation efforts. The Plans will not normally show the anticipated new location of Utilities that have been or will be adjusted. The Contractor is advised that the requirements of Subsection 00150.50 (c), (d) and (e) still apply to work done under this contract.

#### **00150.75 Protection and Maintenance of Work During Construction** – Add the following paragraph:

The Contractor shall clean and/or maintain existing streets, buildings, sidewalks, and other adjacent private improvements that are outside the work limits of this project if dirtied or damaged by construction activities. There will be no separate or added payment for this work.

#### **00150.97 Responsibility for Materials and Workmanship** – Add the following subsection:

- (c) Neither the final certificate of payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other work within the warranty period, as specified in the Contract. The Agency shall give notice of observed defects with reasonable promptness.

**SECTION 00160 – Source of Materials**

Comply with Section 00160 of the Standard Specifications.

**SECTION 00165 – Quality of Materials**

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

**00165.00 General** – Add the following:

References to ODOT specifications, test methods and reporting requirements shall apply to all materials and workmanship incorporated into this project, unless otherwise excluded under the Section and/or subsection for that work item.

The Contractor is responsible to provide all testing and meet all ODOT Quality Control and Acceptance requirements through the use of an independent testing agency.

**SECTION 00170 – Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

**00170.03 Furnishing Right-of-Way and Permits** - Add the following bullet points to this subsection:

- Notify all adjacent property owners, occupants, other utility companies, and organizations operating underground facilities in the area at the time of the permit application. Provide adequate prior notice (min 24 hours or as required) to allow those impacted by the work to adjust their schedules and patterns accordingly.
- Coordinate & adjust work as required to accommodate requests for shared trenching, common excavation, or coordination of layout and saw-cutting when requested by concurrent construction projects and utility facility operators. Notifications can be accomplished by mail, telephone conversation, door hangers, or door-to-door visit.

Provide the following information in the notifications and update if the information provided changes:

- Who will be doing the work & for whom (name and 24 hr phone number of contractor or permit holder).
- What the project will consist of (e.g. excavation, patching, flatwork, etc),
- Where the work will be done (in the public way and/or on private property),
- When construction will begin and end (dates and time of day if outside normal working hours)

**00170.85 Responsibility for Defective Work** – Modify (2) **General Warranty for Local Agency Projects** paragraph two as follows:

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for the Warranty period stated in the Contract, from the date of Second Notification, except that warranties according to 00170.85(b)(1) and manufacturer's warranties and extended warranties according to 00170.385(c) shall not be abridged.

**SECTION 00180 – Prosecution and Progress**

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

**00180.41 Project Work Schedules** – Modify paragraph three as follows:

One of the following Type “A”, “B”, or “C” schedules will be required under the Contract. The type of schedule shall depend upon the complexity and duration of the project and shall be approved by the Engineer. A two-week revolving progress schedule and/or weekly progress meetings will also be implemented if found necessary by the Engineer.

**SECTION 00190 – Measurement of Pay Quantities**

Comply with Section 00190 of the Standard Specifications.

**SECTION 00195 – Payment**

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

**00195.50 (c) Forms of Retainage** - Replace this subsection with the following:

**00195.50 (c) Forms of Retainage** – The only acceptable form of Retainage is Cash, Alternate A as described below in subsection (1).

**(1) Cash, Alternate A** - Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

**SECTION 00196 – Payment for Extra Work**

Comply with Section 00196 of the Standard Specifications.

**SECTION 00197 – Payment for Force Account Work**

Comply with Section 00197 of the Standard Specifications.

**SECTION 00199 – Disagreements, Protests and Claims**

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 (a) Decision by the Engineer** - Replace paragraph three, four and five as follows:

The Engineer will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor’s claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the Engineer and Contractor have agreed upon a longer response time. If the Contractor does not accept the Engineer’s decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 2 (See (c) below).

**00199.40 (b) Step 1: Region Level Review** – Delete this subsection.

**00199.40 (c) Step 2: Agency Level Review** – Replace this subsection as follows:

The Contractor shall request a meeting with the Agency to present the claim for final Agency review. The presentation will take place within 21 Calendar Days of the Agency's receipt of the Contractor's written request, or as otherwise agreed by the parties.

If the Agency determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the Agency will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Agency will provide a written decision to the Contractor within 30 Calendar Days of the final Step 2 meeting.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (See (d) and (e) below), as applicable.

**00199.40 (d) Step 3: Arbitration; Claims Review Board** – Delete this subsection.**00199.40 (e) Step 4: Litigation** – Delete the second and third bullet point.

**STANDARD SPECIFICATIONS**

**SEE - "2018 OREGON STANDARD  
SPECIFICATIONS FOR CONSTRUCTION"**

**STANDARD DRAWINGS**

**SEE - CURRENT "OREGON STANDARD DRAWINGS"**

**PLANS**

**FOR**

**THE CONSTRUCTION OF AUNT CAROLINE'S PARK  
PEDESTRIAN ACCESS**

**PROJECT NO. S19-003**

**APPENDIX A**

**SEE - “2018 Prevailing Wage Rates for Public Contracts in Oregon”**