BID DOCUMENTS
For The

BIKE LANE STRIPING – FY '17
PROJECT NO. TR6161

FROM: CITY OF GRANTS PASS - ENGINEERING DIVISION

BID DATE: Thursday, August 18, 2016 **TIME:** 3:00 P.M. PST
LOCATION: City Manager's Conference Room

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STATE PREVAILING JOURNEYMAN WAGE RATES EffectiveJuly 1, 2016 (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 June 17, 2016 titled "Bike Lane Striping FY '17; Project No. TR6161"

CITY OF GRANTS PASS
Bike Lane Striping – FY '17
Project No. TR6161

INVITATION TO BID

SEALED BID PROPOSALS for furnishing all labor, materials, equipment and services required for the construction of the **Bike Lane Striping – FY '17** 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, August 18, 2016** 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 THE FOLLOWING:

INSTALLATION OF APPROXIMATELY 22,400 LF OF 8" THERMOPLASTIC STRIPE AND 22,600 LF OF 4" THERMOPLASTIC STRIPE INCLUDING TRAFFIC CONTROL.

Bid Documents and Site Drawings for the work may be acquired on or after **Thursday, August 4, 2016. To obtain Bid Documents, visit the City of Grants Pass FTP Site at: ftp://216.115.13.166/Bid Documents.** If you have any questions, please contact Fred Saunders, City of Grants Pass at (541) 450-6090. For all information related to the project, please visit the City of Grants Pass website at the following link: http://www.grantspassoregon.gov/bids.aspx

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. **THIS MAKES ALL PREQUALIFICATION FORMS DUE NO LATER THAN 5:00 P.M. ON FRIDAY, AUGUST 12, 2016**. 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 of work for which bidders must prequalify is the following: **PAVEMENT MARKING.**

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 thirty (30) calendar days after a written "Notice to Proceed" is given to the Contractor by the Engineer.

Dated this: **MONDAY, THE 1ST DAY OF AUGUST, 2016**

Fred Saunders, Project Supervisor
Engineering Division
Authorized Representative of the
City of Grants Pass, Oregon

To be published: **WEDNESDAY, THE 3RD DAY OF AUGUST, 2016 - DJC**
THURSDAY, THE 4TH DAY OF AUGUST, 2016 – DAILY COURIER

REQUIREMENTS FOR BIDDERS

1. PROJECT TITLE: **Bike Lane Striping – FY '17**
   Project No. TR6161

2. LOCATION: Grants Pass, Oregon

3. CITY: City of Grants Pass

4. ENGINEER: City of Grants Pass

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, August 18, 2016 Attn: City Recorder**, City of Grants Pass, in a sealed envelope bearing the name of Bidder and marked "**Bike Lane Striping – FY '17 – Project No. TR6161".**

C. PROPOSED SUBCONTRACTOR AND SUPPLIERS

Bidder shall submit with the proposal the form **"First-Tier Subcontractor Disclosure Form" (BID PROPOSAL – Page 5 of 9)** 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 6 of 9)** 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 8 of 9)** 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 Office of the City Engineer, 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 of 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 2015 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 thirty (30) calendar days after a written notice to proceed is issued by the office of the City Engineer.

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: **PAVEMENT MARKING**

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 though 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 JULY 1, 2016, 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. 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.

U. 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.

V. HOLIDAYS

No work shall be performed on the following legal holidays:

- 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
- Thanksgiving Day on the fourth Thursday in November
    - Due to unavailability of City Staff, no work to be performed the day after Thanksgiving.
- 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.

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 #100 through #316.

(3) Site Documents dated June 17, 2016 entitled "Bike Lane Striping FY '17 – TR6161" and Contract Documents entitled "Bike Lane Striping – FY '17; Project No. TR6161".

(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.

SPECIAL PROVISIONS
BIKE LANE STRIPING – FY '17
TR6161

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, Oregon 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.

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

Documents and drawings may be obtained from the City of Grants Pass FTP Site at: ftp://216.115.13.166/Bid Documents. If you have any questions, please contact Fred Saunders, City of Grants Pass at (541) 450-6090.

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 page "Requests for Proposals" at: http://www.grantspassoregon.gov/bids.aspx.

00120.40 Preparation of Bid

(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 the first paragraph 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".

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

Section 00130 – Award and Execution of Contract

00130.00 Consideration of Bids – Retain the text and add the following: "The City of Grants Pass reserves the right to decrease or increase bid item quantities due to budget constraints for this project."

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 at "http://www.grantspassoregon.gov/bids.aspx".

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

00130.40 Contract Bonds, Certificates, and Registrations

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

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

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

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 five 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. Site Documents dated June 17, 2016 entitled "Bike Lane Striping FY'17; TR6161"and Contract Documents entitled – "Bike Lane Striping FY'17; Project No. TR6161".

3. Latest version of the City of Grants Pass Water and Sewer Standards and Specifications including all the City's Standard Drawings.

4. 2015 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 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 per Section 00170.02.

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 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 City 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 – 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 or 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.

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 00210 – Mobilization

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

00210.90 – Measurement and Payment

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

Section 00225 – Work Zone Traffic Control

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

00225.80 Measurement

Temporary Protection and Direction Traffic will be measured using Method "B" – Lump Sum Basis.

00225.90 Payment Method "B" – Lump Sum Basis:

Temporary traffic control will be paid under Method "B" – Lump Sum Basis per Section 00225.90.

PART 00300 – ROADWORK

Section 00340 – Watering

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

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

00340.00 – Scope – Add the following:

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

00340.02 – Exclusions

Watering will be considered incidental work according to Section 00340.90.

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: Bike Lane Striping - FY '17
Project No. TR6161

BIDDER INFORMATION:

NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

NAMES AND TITLES OF PRINCIPAL OFFICERS:

_____ _____
Name Title

_____ _____
Name Title

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

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

_____ Performance Bond from a Bonding Company

Name of Company _____

Address _____

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
Bike Lane Striping - FY '17
TR6161

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, complete.			
	1	LS	$	$
2	**Work Zone Traffic Control,** per approved plans, TCP, M.U.T.C.D., and APWA/ODOT Sec. 00225 and 00225.90(b), includes flagging at all driveways and intersections, complete.			
	1	LS	$	$
PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES				
3	**8" Thermoplastic Stripe (White),** per approved plans and APWA/ODOT Sec. 00850, installed, complete. Note: Review Section 00850.45 Installation.			
	22,427	LF	$	$
4	**4" Thermoplastic Stripe (White),** per approved plans and APWA/ODOT Sec. 00850, installed, complete. Note: Review Section 00850.45 Installation.			
	6,763	LF	$	$
5	**4" Thermoplastic Stripe (Yellow),** per approved plans and APWA/ODOT Sec. 00850, installed, complete. Note: Review Section 00850.45 Installation.			
	15,867	LF	$	$

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES	$
PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES	$
TOTAL ALL BID ITEMS:	**$**

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: Bike Lane Striping - FY '17

Project Number's: TR6161 **Bid Closing – Date:** 08/18/2016 **Time:** 3:00 pm

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/ZIP:

CONTRACTOR LICENSES AND LICENSE NUMBERS CURRENTLY HELD BY INDIVIDUAL (i.e. CCB, City Business License, etc.)	
1.	4.
2.	5.
3.	6.

CONSTRUCTION EXPERIENCE (ATTACH ADDITIONAL SHEETS IF NEEDED)				
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	

PROJECT SCHEDULE

Bike Lane Striping - FY '17

Project # TR6161

Date of Bid: August 18, 2016

Description of Work:	Week 1	Week 2	Week 3	Week 4	Week 5

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 ***Bike Lane Striping - FY '17; Project #TR6161*** 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 _____ 2016.

_____
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"**.

W I T N E S S E T H:

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: **BIKE LANE STRIPING – FY '17; PROJECT NO. TR6161.**

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. HOLIDAYS

No work shall be performed on the following legal holidays:

- 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
- Thanksgiving Day on the fourth Thursday in November
    - Due to unavailability of City Staff, no work to be performed the day after Thanksgiving.
- 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.

4. DATE OF SUCCESSFUL COMPLETION OF WORK

The work shall be successfully completed no later than thirty (30) 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.

5. 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.

6. 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: $_____.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. <u>CONTRACTOR'S COMPLIANCE WITH TAX LAWS</u>

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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)).

20. 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.

21. 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.

22. 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: _____ **DATE:** _____
Fred Saunders, Project Supervisor

_____ **DATE:** _____
Jason Canady, Public Works Director

_____ **DATE:** _____
Aaron K. Cubic, City Manager

ATTEST: _____ **DATE:** _____
Karen Frerk, City Recorder

APPROVED AS TO FORM: _____ **DATE:** _____
Mark Bartholomew, City Attorney

CONTRACTOR:

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

_____ _____
(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 BIKE LANE STRIPING – FY '17; PROJECT NO. TR6161.

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, http://mutcd.fhwa.dot.gov/pdfs/2009/part6.pdf and 2015 ODOT Standard Specifications, Section 00225 – Work Zone Traffic Control for basic information on preparing TTCP's and typical examples, http://www.oregon.gov/ODOT/HWY/SPECS/docs/15book/15_00200.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 2015 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: July 1, 2016 and all applicable amendments.

Region #8 (Jackson and Josephine Counties)

Documents are Available via the following:

Website: http://www.oregon.gov/boli/WHD/PWR/Pages/January_2015_Index.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,ch apter 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,S EALED AND DATED this _____ day of _____, 20 _____

Surety by:

_____ (Seal)
Company Name

_____
Signature

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

Principal by:

_____
Name

_____
Signature

_____
Title

_____
Address

_____
City *State* *Zip*

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

NOTE: THIS 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 BIKE LANE STRIPING – FY '17 FOR THE CITY OF GRANTS PASS

PROJECT NAME:	Bike Lane Striping – FY '17
PROJECT NUMBER:	TR6161
BIDDER'S BUSINESS ENTITY NAME:	
BIDDER'S CCB LICENSE NUMBER:	
FORM SUBMITTED BY: (AGENCY NAME)	City of Grants Pass
FORM SUBMITTED BY: (EMPLOYEE NAME)	Nancy Murry
TITLE:	Engineering 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.