



Home of the Tualatin River National Wildlife Refuge

Lincoln Street Storm Project

SW Willamette Street to SW Division Street

Volume 1 of 1

Request for Price Quote, Bid Schedule, Sample Contract Agreement and Contract Drawings

May 2014

Owner
City of Sherwood
Public Works Department
15527 SW Willamette Street
Sherwood, OR. 97140
503-625-5722



REQUEST FOR PRICE QUOTE (BID PACKET)

**I. PROJECT Lincoln Street Storm Project
SW Willamette Street to SW Division Street**

II. PROJECT MANAGER Rich Sattler
Utility Manager
City of Sherwood
15527 SW Willamette Street
Sherwood, Oregon 97140
Telephone (503) 925-2319

III. PROCUREMENT PROCEDURE AND SELECTION CRITERIA

Sections ORS 279C.412, ORS 279C.414, OAR 137-049-0160; competitive price quotes for intermediate procurements. Selection will be based upon the lowest total price quote.

IV. SCOPE OF WORK

The Contractor agrees to construction services for the following areas as detailed and specified in the attached project plans:

- Installation of manholes.
- Installation storm piping.
- Installation of inlets.
- Providing trucking.
- Providing traffic control, including flagging as necessary.
- All labor, equipment and incidentals necessary to complete the work.
- All materials will be paid for by public works, contractor to coordinate.
- See Contract Drawings for a breakdown of responsibilities.

V. SCHEDULE

Request for Bid issued	May 12, 2014
Mandatory Pre-bid Meeting *	May 15, 2014 at 2:00PM (PDT)
Bids due at Public Works Department 15527 SW Willamette St., Sherwood	May 22, 2014 by 2:00PM (PST)
Contract Awarded:	May 23, 2014
Project Schedule:	May 27 – June 30, 2014

VI. SUBMITTAL REQUIREMENTS

Please submit 1 copy of the completed Bid Packet. Include with the Packet:

- Copy of Business License
- Proof of Certificate of Insurance
- Proof of Bonding Ability

Bid Packet shall be submitted to the Public Works Department by 2:00 PM (PDT), Thursday, May 22, 2014. Bids received after 2:00 PM (PDT) will not be considered for this project.

All responses to this Request for Quotes shall be directed to and submitted in its entirety to Rich Sattler, Utility Manager, City of Sherwood Public Works Department, 15527 SW Willamette Street, Sherwood, OR 97140. All Bid Packets shall be sealed and clearly marked "Lincoln Street Storm Project."

The City of Sherwood reserves the right to reject any or all bids submitted, modify the scope of work, or to waive any minor formalities of this request if, in the judgment of the City Manager, the best interest of the City would be served.

VII. WORK REQUIREMENTS

Prior to the start of construction, the Contractor shall have a Sherwood Business License or a Metro Business License in accordance with Chapter 5.04 of the Sherwood Municipal Code.

The Contractor shall provide a Performance Bond and Payment Bond in the amount equal to 100% of the Contract Sum. The amount of the Performance Bond and Payment Bond shall be increased whenever the Contract Sum is increased for any reason.

At the conclusion of construction and prior to Final Acceptance of the Work by the City, the Contractor shall provide a 10% Maintenance Bond for a period of two (2) years from the date of Final Acceptance by the City. A surety licensed to do business as a surety in the State of Oregon shall provide the Maintenance Bond.

VIII. LENGTH OF CONTRACT

The length of this contract shall be from the date the contract is signed until the work is completed, inspected, accepted and a 2-year Maintenance Bond is established for the work, and the City notifies in writing that conditions of the contract have been satisfied.

IX. OTHER INFORMATION

*A mandatory pre-bid meeting is scheduled for Thursday, May 15, 2014 at 2:00 PM (PDT) at the Public Works Department: 15527 SW Willamette Street, Sherwood, OR. You must have a representative from your company in attendance to submit a Bid Packet.

In an effort to ensure all bidders receive consistent and accurate information, questions regarding this Request for Quote will only be accepted through email. Questions will be responded to in email format and all bidders will be copied on the response. Deadline for questions will be Monday, May 19, 2014 by 11:00 AM (PDT).

This Project is subject to Oregon Bureau of Labor and Industry – Prevailing Wage Rates for Public Works Projects in Oregon, effective April 1, 2014.

This publication is available on the web at:

http://www.oregon.gov/boli/WHD/PWR/docs/April_1_2014_Amendment.pdf

This is a local project. No Federal Funds are being used on this project. Therefore the project is not subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

Questions on this Request for Quote should be directed to:

Rich Sattler
Utility Manager
Phone 503-925-2319
email: SattlerR@sherwoodoregon.gov

DATED this 12th day of May, 2014

CITY OF SHERWOOD

A handwritten signature in blue ink, appearing to read "Craig Sheldon".

Craig Sheldon
Public Works Director

BID SCHEDULE

Lincoln Street Storm Project
(SW Willamette Street to SW Division Street)

The undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities. Also, the Bidder offers to do the work, whether quantities are changed (increased or decreased) or not changed, at the unit rate price stated in the following Bid Schedule:

Item	Description	Quantity	Units	Unit Price	Total Costs
1	Mobilization	1	LS		
2	Temporary Work Zone Traffic Control, Complete, with Flaggers	1	LS		
3	Erosion Control, Complete	1	LS		
4	Connection and Rechanneling Existing Manhole	1	EA		
5	16" PVC C-905 (Includes Fittings)	104	LF		
6	12" PVC CI. 3034 (Includes Fittings)	930	LF		
7	Standard Manhole	2	EA		
8	Flat Top Manhole	3	EA		
9	Ditch Inlet	5	EA		
10	Remove and Replace Catch Basin	3	EA		
11	Yard and Wall Restoration	1	LS		
12	10" PVC CI. 3034	97	LF		
13	Reconnect Existing Storm Lateral	15	EA		
14	4" PVC C-900 Lateral	30	LF		
15	4" PVC CI. 3034 Lateral	611	LF		
16	Retro Install of Lateral	2	EA		
17	Remove and Relay Sanitary Lateral with New PVC	150	LF		
18	Reconnect Existing Sanitary Lateral – Quantity per each Lateral (2 Connections)	6	EA		
19	Sawcut	300	LF		
20	10" PVC C-900	30	LF		
TOTAL PRICE QUOTE:					\$ _____

Price Quote total shall be presented in both words and in figures.

(_____ Dollars and _____ Cents).

In the event of discrepancy, the amount shown in words shall dictate.

Lincoln Street Storm Project
(SW Willamette Street to SW Division Street)

Company Name: _____

Contractor Name: _____

Contractor Email: _____

Contractor's Contact Number: _____

Contractor Signature: _____

Date: _____

**Contractor certifies that it is _____ or is not _____ a resident bidder as defined by
ORS 297A.120**

**Note: Any/all addenda issued by City must be signed and attached to Bid
Packet Submittal.**



Public Works Department

City of Sherwood
15527 SW Willamette Street
Sherwood, OR 97140
(503) 625-5722
(503) 625-0679 fax

CONTRACT: Small Construction Projects [< \$75,000]

PROJECT NAME:
CONTRACT PARTIES:
C.O.S. PROJECT MANAGER:

City of Sherwood and
[hereafter called City]

ACCOUNT #: FUND #: DEPT: REV SOURCE: JOB #: PHASE:
VENDOR #: PO #: RES #:

SCOPE of WORK:

SCHEDULE of WORK: effective date: expiration date:

PAYMENT: City agrees to pay Contractor for the identified services a sum not to exceed for the scope of work identified by attachment

State of Oregon Prevailing Wage requirements apply to this contract.

CONTRACTOR DATA, CERTIFICATIONS, and SIGNATURE

COMPANY:
CCB NO:
ADDRESS:
VOICE:
CONTACT:
TITLE:

FAX:

I, the undersigned, agree to perform the work outlined in this contract in accordance to the terms and conditions listed on pages 2-4 and made part of this contract, and in accordance with the exhibits attached and made part of this contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR: signature date

CITY OF SHERWOOD APPROVALS

PUBLIC WORKS DIRECTOR: signature date

CITY MANAGER: signature date

STANDARD CONTRACT PROVISIONS

1. **Access to Records**

The Contractor shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.
2. **Audits**

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.
3. **Effective Date and Duration**

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
4. **Funds**

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.
5. **Early Termination of Agreement**

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
6. **Payment on Early Termination**

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination, all of the Contractor's work product will become and remain property of the City.
7. **Remedies**

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another Contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a sub-Contractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-Contractors are employed in the performance of this Agreement, the Contractor and its sub-Contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

10. Indemnity

a. **Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement

b. **Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

11. Insurance

Contractor shall be licensed and bonded and comply with all State of Oregon laws and regulations.

12. Ownership of Work Product

All work products of the Contractor, which result from this Contract, are the exclusive property of the City.

13. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon.

19. Amendments

The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Contractor, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in Resolution 2001-006. The Public Works Director may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.

20. License

Prior to beginning work under this Agreement, the Contractor shall provide Construction Contractor's Board (CCB) license number in the space provided on page one of this Agreement.

21. Payment to Vendors and Sub-Contractors

The Contractor shall timely pay all suppliers, lessors and Sub-Contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

a. **List of Exhibits**

Exhibit A – Scope of Work

Exhibit B – Contractor's Bid Proposal

23. Merger Clause

This Contract and attached exhibits constitutes 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 specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

a. Should any dispute arise between the parties to this agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.

b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.