

**BID AND CONTRACT DOCUMENTS  
FOR  
PROM RAIL AND POLE REPAIR PROJECT 2017-RAIL**



**CITY OF SEASIDE, OREGON**

**BID OPENING**

**3:00 P.M., November 9, 2017  
CITY OF SEASIDE  
989 BROADWAY  
SEASIDE, OREGON 97138**

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**PROM RAIL AND POLE REPAIR PROJECT # 2017- RAIL  
Advertisement for Bids**

Written, sealed bids will be received by the Public Works Director, City of Seaside, 989 Broadway, Seaside, Oregon 97138, **until 3:00 pm November 9, 2017**, at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address no later than 5:00 pm on the same date. Bids must be clearly marked with the project number and the date and time of bid opening. Bids must be submitted to the City Hall Staff at which time they will be time stamped by the City Hall staff.

**The work consists of supplying all labor, tools, equipment and materials necessary to: The Project includes approximately the following major items: Structural and cosmetic crack repair, application of two layers of polymer based concrete coating and resurfacer, and application of one coat of waterborne acrylic colorseal to approximately 4991 feet of Prom railing and 51 "prom-style" light poles.**

Estimated project cost range: \$250,000-\$350,000

Bid Packets may be obtained beginning October 23, 2017 from Seaside City Hall at 989 Broadway, Seaside, Oregon. Bid packets will be available electronically by emailing Kim Jordan - [kjordan@cityofseaside.us](mailto:kjordan@cityofseaside.us) for information. The bid packet will be available on the City of Seaside Website at [www.cityofseaside.us](http://www.cityofseaside.us).

All qualified bids will be publicly opened at the designated time and place. They shall be intact with the bid documents and must be accompanied by a bond, postal money order, certified or cashier's check from the bidder in the amount of five percent (5%) of the bid as security.

The City of Seaside Public Works Department will not hold a pre-bid meeting, but bidders are encouraged to contact the Public Works Department at 1387 Avenue 'U', Seaside, Oregon, (503) 738-5112, for a walk-through of the project site. Bidders shall be registered with the Oregon Construction Contractors Board prior to bid opening. Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029. The successful bidder will be required to execute a formal contract and performance bond form as approved by the City of Seaside's attorney. Bidders shall comply with the requirements of the prevailing wage law in ORS 279.350.

The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for any good cause any or all bids and delete items listed in the bid schedule upon a finding of the City of Seaside that is in the public interest to do so.

This advertisement will be published in the following newspapers on the dates shown:

Daily Astorian - October 23, 2017

Daily Journal of Commerce – Start October 23, 2017 (1 week)

**STATEMENT OF RESIDENCY**

ORS 279.025(2) (h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6) (b) states: ""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" pursuant to this subsection."

ORS 279.029(6) (c) states: ""Nonresident bidder" means a bidder who is not a "resident bidder" as defined by paragraph (b) of this subsection."

**AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:**

\_\_\_\_\_ **RESIDENT BIDDER**

\_\_\_\_\_ **NONRESIDENT BIDDER**

**CONTRACTOR:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Area Code and Phone Number

## BID FORM

PROPOSAL OF \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ . (Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

**To CITY OF SEASIDE**  
[hereinafter called "Owner"]:

- a) The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

***PROM RAIL AND POLE REPAIR PROJECT 2017-RAIL***

Having examined the plans and specifications with related documents and having examined the site of the proposed work, and being familiar with all the conditions pertaining to the construction of the proposed project, hereby proposes to furnish all labor, materials, equipment, and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this proposal is a part.

- b) The Bidder submits the prices set forth herein as those at which the Bidder will perform the work involved.
- c) The Bidder certifies, by the submission of this bid that all requirements of ORS 279.350 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract.
- d) The Bidder acknowledges receipt of the following Addenda numbered \_\_\_\_\_ through \_\_\_\_\_. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing date for receiving bids.
- e) The Bidder agrees to comply with all the Federal, State, and Local laws, ordinances, rules, and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
- f) Upon receipt of written Notice of Award, Bidder shall execute the Agreement attached within 10 calendar days and deliver a Performance and Payment Surety Bond as required by contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bond is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
- g) The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the City of Seaside.

The Bidder agrees to substantially complete the project on or before OCTOBER 1, 2018. The Bidder accepts the provisions of the Agreement regarding liquidated damages.

- h) The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder, and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.
- i) The Bidder certifies that the Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
- j) The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

**BID FORM**

**PROM RAIL AND POLE REPAIR PROJECT 2017-RAIL**

Item	Description	Quantity	Units	Unit Cost	Total for Item
<b>North of Turnaround Flag Pole</b>					
1	Repair Prom Rail	3064	LF		
2	Repair Prom Pole	19	EA		

<b>South of Turnaround Flag Pole</b>					
3	Repair Prom Rail	1927	LF		
4	Repair Prom Pole	32	EA		
<b>COMPUTED TOTAL FOR BID</b>					

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**DOLLAR AMOUNT WRITTEN IN WORDS**

k) The following documents are attached to and made a condition of this bid:

- a. The required Bid Security enclosed with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted in a separate envelope within two hours after the date and time of the bid opening.
- c. Residency Form
- d. Addenda Form
- e. This Bid Form.

Respectfully Submitted,

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Federal Employer I.D. No. \_\_\_\_\_

State Employer I.D. No. \_\_\_\_\_

State C.C.B. Registration No. \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please print)

Title \_\_\_\_\_

If Corporation, Attest \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the Principal, and \_\_\_\_\_, a  
corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal  
place of business at \_\_\_\_\_, in the State of \_\_\_\_\_, and  
authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the  
\_\_\_\_\_, hereinafter called the Oblige in the Penal Sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which, well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, by these present.

The condition of this bond is such that, whereas, the Principal herein is herewith submitting his or  
its Bid for \_\_\_\_\_ said Bid, by reference thereto, being  
hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal, be accepted, and the  
contract be award to said Principal, and if the said Principal shall execute the proposed Contract and shall  
furnish the Performance Bond as required by the Solicitation Document within the time fixed by said  
documents, this obligation shall be void, if the Principal shall fail to execute the proposed Contract and  
furnish the Performance Bond, and Payment Bond, the Surety hereby agrees to pay to the Oblige the  
penal sum as liquidated damages.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
*Attorney-in-fact*



**Acknowledgment of Addenda**

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA: (If none received, write "None Received")

1. \_\_\_\_\_

4. \_\_\_\_\_

2. \_\_\_\_\_

5. \_\_\_\_\_

3. \_\_\_\_\_

6. \_\_\_\_\_

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

\_\_\_\_\_  
*Signature of Bidder*

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

\_\_\_\_\_  
*Corporate Name*

## **APPLICABLE STANDARD SPECIFICATIONS**

The Standard Specifications applicable to the work on this project are the 2015 edition of the “Oregon Standard Specifications for Construction,” produced by the Oregon Department of Transportation and the Oregon Chapter of the American Public Works Association. In addition, all work will comply with State building and electrical codes, OSHA safety requirements, and the requirements of local code officials.

All number references in the Special Provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing like numbers and any applicable modifications to Sections or subsections contained here in their entirety.

Wherever State Agencies, Department or Officers are referred to therein, the comparable City Agencies, Departments, or Officers are meant thereby for the purpose of these documents. Specified definitions are outlined in Section 00110.20 of the Special Provisions.

In the event of conflict between the requirements of the above referenced agencies and these Special Provisions, the Special Provisions shall take precedence and shall be used in lieu of such conflicting portions.

The Contract Documents will govern the work to be done. Plans furnished and included with the specifications indicate the work proposed and the results that are intended to be accomplished. Anything mentioned in the specifications and not shown on the plans and detailed drawings, or shown on the plans and detailed drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

**SCHEDULE OF MINIMUM HOURLY WAGE RATES**

The minimum hourly wage rates and fringe benefits applicable to the work to be done under this contract as called for in Subsection 00170.65 of the Standard Specifications and as prescribed under the provisions of ORS 279.348 through 279.361 and laws amendatory thereof are as hereinafter set forth.

## **PREFACE**

### **General:**

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting bids for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made a part of the contract for said project or work that may be awarded on the basis of a bid received at said specifically indicated time and place.

Should the project or work described be re-advertised for bids to be received at a time later than the time indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting bids at the later time should obtain the new specifications and provisions and base their bids on them, as they will be bound by them in the event they are awarded the contract.

### **Revisions prior to time of opening bids:**

All data herein is subject to revision by the City of Seaside at any time prior to the time specified herein for the receiving of bids. Prospective bidders for the work will be notified of any such revision by letter or telegram sent to the bidders at the addresses available to the City of Seaside.

### **Revisions prior to execution of contract:**

Between the time bids are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and the City of Seaside.

**DESCRIPTION OF WORK**

**PROM RAIL AND POLE REPAIR  
PROJECT NO. 2017-RAIL**

**TIME AND PLACE OF RECEIVING BIDS**

Bids for the above described work will be received by the Public Works Director, City of Seaside, 989 Broadway, Seaside, Oregon 97138, **until 3:00 p. m., NOVEMBER 9, 2017** at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address not later than 5:00 p.m. on the same date. Bids shall be clearly marked and show the date and time of bid opening.

**COMPLETION TIME LIMIT**

Complete all work to be done under the contract no later than **OCTOBER 1, 2018.**

**CLASS OF PROJECT**

This is a City funded project. No Federal aid funds are involved.

**PROJECT INFORMATION**

For questions relating to this project, or for information pertaining to plan-holders list and bid results, please contact:

Dale McDowell, City of Seaside, Public Works Department, 1387 Avenue "U", Seaside, OR 97138,  
Phone number (503)738-5112

**CITY OF SEASIDE, OREGON  
CONTRACT DOCUMENTS**

**CONTRACT TITLE: PROM RAIL AND POLE REPAIR PROJECT 2017-RAIL**

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Seaside, a municipal corporation of the State of Oregon, hereinafter call the "CITY" and full name and address of person or firm hereinafter called "Contractor", duly authorized to perform such services in Oregon.

WITNESSETH:

WHEREAS, the City requires services which contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as CITY OF SEASIDE does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

TIME IS OF THE ESSENCE FOR THIS CONTRACT. All work under this contract shall be completed within the time period stated in the Bid Proposal.

2. Services

Contractor's services under this Agreement shall consist of the following:

The provisions of ORS Chapters 279 and all other Oregon and federal provisions pertaining to minimum salaries and wages are incorporated herein by reference as if fully set forth. The contractor agrees that the workmen in each trade or occupation required for the work to be done pursuant to the contract, employed in the performance of the contract, either by the contractor or subcontractor or other person doing or contracting to do any part of the work contemplated by the contractor shall be paid not less than the prevailing, minimum hourly rate of wage specified by the Commissioner of the Bureau of Labor (BOLI), and attached hereto.

3. Contract Documents

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance bond, and payment bond if required, pertaining to this contract, in the City of Seaside, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

4. City of Seaside's Representative

For purposes hereof, the City of Seaside's authorized representatives will be Dale McDowell, 989 Broadway, Seaside, Oregon 97138; Telephone: (503)738-5112.

5. Contractor's Representative

For purpose hereof, the contractor's authorized representative will be:

\_\_\_\_\_  
\_\_\_\_\_

6. Contractor Identification

Contractor shall furnish to the City of Seaside the contractor's employer identification number, as designated by the Internal Revenue Service, or contractor's social security number, as City of Seaside deems applicable.

7. Contractor is Independent Contractor

- a. Contractor's services shall be provided under the general supervision of the City of Seaside's project director or his or her designee, but contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 4 of this agreement.
- b. In the event contractor is to perform the services described in this agreement without the assistance of others, contractor hereby agrees to file a joint declaration with the City of Seaside to the effect that contractor's services are those of an independent contractor, as provided under Chapter 864 of the Oregon Laws 1979 edition.
- c. Contractor acknowledges that for all purposes related to this agreement, contractor is and shall be deemed to be an independent contractor and not an employee of the City of Seaside shall not be entitled to benefits of any kind to which an employee of the City of Seaside is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore, in the event that the contractor is found by a court of law or an administrative agency to be an employee of the City of Seaside for any purposes, the City of Seaside shall be entitled to offset compensation due to demand repayment of any amounts paid to contractor under the terms of the agreement, to the full extent of any benefits or other enumeration contractor received (from the City of Seaside or third party) as result of said finding and to the full extent of any payments that the CITY OF SEASIDE is required to make (to contractor or to a third party) as a result of said finding.
- d. The undersigned contractor hereby represents that no employee of the City of Seaside, or any partnership or corporation in which a City of Seaside employee has an interest, has or will receive any remuneration of any description from the contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

8. Subcontracts – Assignment and Delegation

- a. Contractor shall submit a list of subcontractors for approval by the City of Seaside, and contractor shall be fully responsible for the acts omissions of any subcontractors and of all persons employed by them, and neither the approval by the City of Seaside or any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the City of Seaside.
- b. This agreement and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City of Seaside and the contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the City of Seaside, and any assignment or delegation in violation hereof shall be void.

9. Contractor – Payment of Benefits – Hours of Work

- a. The contractor shall:
  - (1) Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the work provided for in this contract;
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this contract;
  - (3) Not permit any lien or claim to be filed or prosecuted against the City of Seaside, on account of any labor or material furnished;
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- b. The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public contracting agency in writing in form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge.
  - (1) The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
  - (2) Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor to the public contracting agency.



Certified statements for each week during which the contractor or subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279.348 to 279.380.

- (3) Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
- c. The contractor agrees that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with this contract as such claim becomes due, the property office of the City of Seaside 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 to the contractor by reason of such contract. Payment of a claim in this manner shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- d. Contractor agrees that no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the City of Seaside absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday as specified in ORS 279.334.
- e. NO CITY OF SEASIDE employee shall be required to work overtime or on a Saturday, Sunday, or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City of Seaside in the amount of money paid the employee for such work as determined by state law, the City of Seaside's personnel rules or union agreement. The contractor shall require every subcontractor to comply with this requirement.
- f. The City of Seaside shall pay a fee equal to one-tenth of one percent (0.1 percent) of the price of this contract. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries (BOLI) and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, 800 N.E. Oregon Street, #32, Portland, OR 97232.

#### 10. Contractor's Employee Medical Payments

Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the contractor's employees, all sums which the contractor agreed to pay for such services and all monies and sums which the contractor collected or deducted from employee wages pursuant to any law, contract or agreement for providing or paying for such service.

11. Early Termination

- A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons authorized by ORS 279.326.
  - (1) If work under the contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suite or action filed in regard to a labor dispute; or
  - (2) If circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the contract.
- B. Payment of contractor shall be as provided by ORS 279.330 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by the contractor against the City of Seaside under this agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of the contractor or the City of Seaside, which accrued prior to such termination.

12. Cancellation for Cause

The City of Seaside may cancel all or any part of this contract if the contractor breaches any of the terms hereof or in the event of any of the following: Insolvency of contractor; voluntary or involuntary petition in bankruptcy by or against the contractor; appointment of a receiver or trustee for the contractor, or an assignment for benefit of creditors of the contractor. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

13. Access to Records

THE CITY OF SEASIDE shall have access to such book, documents, papers and records of contractor as are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

14. Work is Property of the CITY OF SEASIDE

All work performed by the contractor under this agreement shall be the property of the CITY OF SEASIDE.

15. Adherence to Law

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to; laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements.

- B. To the extent applicable, the contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C. As provided by ORS 279.318, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affects as if set forth herein in full. If the contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City of Seaside shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the contract and there shall be, in addition to a reasonable extension, if necessary, or the contract time, a reasonable adjustment in the contract price, if necessary, or the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

16. Changes

The City of Seaside may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material in the amount or adjustment of the work, an equitable adjustment in the contract price and other provisions of this Contract may be affected may be made. Any claim by the contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by contractor of the notification of charge or the claim will not be allowed. Whether it's pursuant to this section or by mutual agreement, no change shall be binding upon the City of Seaside, which expressly states that it constitutes a Change Order to this contract. The issuance of information, advice, approvals, or instructions by the City of Seaside's Representative or other City of Seaside personnel shall not constitute and authorize change pursuant to this section. Nothing contained in this section shall excuse the contractor from proceeding with the prosecution of the work in accordance with the contract.

17. Force Majeure

Neither the City of Seaside nor the contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight, embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

18. No Waiver

The failure of the City of Seaside to insist upon or enforce strict performance by the contractor or any of the terms of this contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

19. Warranties

The contractor shall guarantee all work for a period of **two (2) years** after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment here for shall relieve contractor from liability under warranties contained in or implied by this contract.

20. Attorney's Fees

In case suite or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal to appellate courts.

21. Applicable Law

The laws of the State of Oregon will govern the contract.

22. Conflict between Terms

It is further expressly agreed by and between the parties hereto that should thereby any conflict between the terms of this instrument and the proposal of the contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. Indemnification

Contractor agrees to indemnify and to hold harmless the City of Seaside, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to the City of Seaside, contractor or others, resulting from arising out of, or in any way connected with the contractor's sole negligence.

24. Insurance

Prior to starting work hereunder, contractor, at contractor's cost, shall secure and continue to carry during the term of this contract, with insurance company acceptable to the City of Seaside, the following insurance:

- A. Contractor agrees, at contractor's own expense, and at times during the terms of the Agreement, to maintain, keep in effects, furnish and deliver to Owner liability for damages to person or property damages to person or property arising out of this agreement; the amount of this liability insurance shall be \$2,000,000.00 combined single limit bodily injury and property damage named the City of Seaside as additional insured. Contractor agrees to and shall indemnify and hold harmless against any and all claims and demands arising from the negligence of contractor, his officers, agents, invites, and/or employees, as well as those arising from contractor's failure to comply with any covenant of this Agreement on his part to be performed and shall, at contractor's own expense,

defend Owner against all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against Owner in any such suit or action, including Owner's attorney's fees and costs incurred therein.

- B. Workman's Compensation for the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employees' benefits required by law.

25. Complete Agreement

This contract and any referenced attachments constitute the complete agreements between the CITY OF SEASIDE and contractor and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the CITY OF SEASIDE has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the CITY OF SEASIDE Council, duly passed at the regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and the contractor has executed this agreement on the date herein above first written.

**CITY OF SEASIDE**

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

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

\_\_\_\_\_  
*Print Name*

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

**CONTRACTOR**

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

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

\_\_\_\_\_  
*Print Name*

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

PUBLIC WORKS CONTRACT PERFORMANCE BOND  
City of Seaside  
State of Oregon

KNOWN ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
(Official name)

\_\_\_\_\_ Whose address is \_\_\_\_\_  
(Form of Organization)

\_\_\_\_\_ As Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Seaside, Oregon, a municipality of the State of Oregon, hereinafter called Oblige, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS.

(The bare contract price, both in words and figures)

Lawful money of the United States of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

THE CONDITIONS OF THIS BOND AND OBLIGATION IS SUCH, that

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
(Name of Contractor)

the Principal herein, entered into a contract with the City of Seaside, Oregon, the Oblige herein, for the furnishings of materials, labor, and equipment and other requirements for the performance of certain improvements as more fully set forth in contract documents as described in said contract all of which are by reference made a part hereof,

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms of the contract and shall not permit any lien or claim to be filed or persecution against the City on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of said contract and shall promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the monies and sums mentioned in Section 279.320 of the Oregon Revised Statutes, and shall promptly pay over to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-contractors, pursuant to the Section 316.7711, Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

The total amount of the Surety's liability under this bond both the obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the penalty thereof.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any sub-contractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This performance bond shall also guarantee the improvement against defects in materials and workmanship for a period of **two (2) years** from the date of written acceptance of the subject project by the obligee.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

Said Surety for 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 there under or the specifications accompanying the same shall in anywise 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 the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in \_\_\_\_\_, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

\_\_\_\_\_  
*Principal*

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Surety*

(A true copy of the Power of Attorney must  
Be attached to the original of this bond)

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

*Attorney-in-Fact  
Surety*

Countersigned:

By \_\_\_\_\_  
*Resident Agent*



**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

*Name of Contractor*

\_\_\_\_\_

*Address of Contractor*

A \_\_\_\_\_, hereinafter called CONTRACTOR  
*Corporation, Partnership or Individual*

And \_\_\_\_\_  
*Name of Surety*

And the City of Seaside, hereinafter called OWNER and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate panel sum of

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION'S such that whereas, the CONTRACTOR entered into a certain contract with the OWNER,  
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 copy of which is hereto attached and made a part hereof for the construction of:

CITY OF SEASIDE, OREGON  
EMERGENCY POWER AT THE SEASIDE CIVIC AND CONVENTION CENTER

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK provided for in such contract, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materials man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the CONTRACTOR or its SUBCONTRACTORS as provided by Oregon Law.

PROVIDED, FURTHER, that the said SURETY for 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 thereunder or the SPECIFICATIONS ACCOMPANYING, the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following. The CONTRACTOR, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or SURETY, at any place where an office's regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which CONTRACTOR ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

## FIRST-TIER SUBCONTRACTOR DISCLOSURE

### INSTRUCTIONS:

Pursuant to ORS 279.027(3), Bidders are required to disclose information about certain first tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00. A Public Improvement means projects for construction, reconstruction or major renovation on real property. Public Improvement does not include emergency work, minor alteration, ordinary repair or maintenance necessary in order to preserve a Public Improvement.

This contract requires disclosure of subcontractors.

Disclosure is specifically required when the contract amount of a first tier subcontractor is greater than or equal to:

1. 5% of the total contract price, but at least \$15,000; or
2. \$350,000, regardless of the percentage the subcontract is of this contract.

You must disclose the following information about that subcontract within two (2) working hours of bid closing:

1. The subcontractor's name
2. The category of work the subcontractor will be performing
3. The dollar value of the subcontract

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

The City of Seaside must reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline. (OAR 137-040-0017).

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

1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
2. Provide the required disclosure information for any first tier subcontractor whose potential contract services (i.e. subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to:
  - A. 5% of the total contract price, but at least \$15,000; or
  - B. \$350,000 regardless of the percentage the subcontract is of this contract.
  - C. Total all possible work for each subcontractor in making this determination (e.g. if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and \$40,000 services).

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
 (Submit within two (2) working hours following bid closing.)

<b>Project Name</b>			
<b>Highway</b>			
<b>County</b>			
<b>Bid Closing Date</b>			
<b>Name of Bidding Contractor</b>			

This form must be submitted at the location specified in the Invitation to Bid, on the advertised Bid Closing date and within two working hours after the advertised Bid Closing time.

List below the name of each subcontractor that will furnish labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. **Check “None” if there are no subcontractors that need to be disclosed.** (Attach additional sheets if necessary.)

<input type="checkbox"/>	<i><b>NONE (NO SUBCONTRACTORS) CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS</b></i>
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Name	Category of Work	Dollar Value

SUMMARY OF 2017 PREVAILING WAGE RATE LAW LEGISLATION  
PLEASE READ PART OF THIS INFORMATION APPLIES TO THIS PROJECT

BOLI has created a new 2017 wage rate law handbook. Here is the web site with the book on it or you can order a hard copy from BOLI.

[http://www.boli.state.or.us/BOLI/WHD/PWR/W\\_PWR\\_Pwrbk.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/W_PWR_Pwrbk.shtml)

Included in the handbook is a page with a summary of the changes from 2017 it will be located on the first page of the BOLI information. Please take time to read this and look at the handbook.

Contractor shall obtain a \$30,000 Public Works Bond

## GENERAL REQUIREMENTS

### Contractor Shall:

### Scope of Work:

In general, the scope of work is to The Project includes approximately the following major items: Structural and cosmetic crack repair, application of two layers of polymer based concrete coating and resurfacer, and application of one coat of waterborne acrylic colorseal to approximately 4991 feet of Prom railing and 51 "prom-style" light poles.

Products: Floric Polytech Cemlogic MT – 200 Micro Topping  
1400 S. Geronimo Ave.  
Parker, AZ. 85344  
Telephone: (928) 669-2006

### PRODUCT SPECIFICATION

1. The Contractor shall power wash all surfaces prior to repair treatment.
2. The Contractor shall conduct an inspection of all surfaces of rails and poles and repair all structural and cosmetic cracks using a high strength patching compound, such as Speed Crete PM or an equivalent, with a minimum compressive strength of 2500 psi within 24 hours and 7000 psi within 28 days.
3. After the crack repair is complete the contractor shall resurface all surfaces with Two coats of a protective coating or resurfacer such as Floric Polytech MT-200 or an equivalent.
4. After resurfacing the Contractor shall seal all surfaces with a waterborne acrylic Sealer such as Floric Polytech PS-100 Colorseal (PS 402 Cocoa Parfait) or an equivalent.
5. The Contractor shall be certified in and have experience with the application of chosen product.
6. The Contractor shall be responsible for the cleanliness and safe keeping of the existing Promenade, the surrounding dune, and beach, as well as the general public on the prom. The Contractor is also responsible for protecting the new work from the public. The project will not be accepted if there are spills on the prom or the dunes.
7. The City has spent considerable time and effort to maintain the Prom. This contract includes both sides of the Prom rail and light poles from the flag pole at the turn around north to 12<sup>th</sup> Avenue and South to Avenue U including the light pole on the 12<sup>th</sup> Avenue Restroom.
8. Comply with all OSHA safety requirements.
9. Guarantee all work for two (2) years from date of completion, unless manufacturer provides a longer warranty.

**The City of Seaside will be the sole judge in determining award of the contract and reserves the right to reject all proposals.**



This is a recent photograph of the “Prom Style Light Pole and the “Prom Rail”