



# SCAPPOOSE

*Oregon*

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CONTRACT DOCUMENTS

FOR

CITY OF SCAPPOOSE DUTCH CANYON WELL NO.3

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FEBRUARY 2024



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**CONTRACT DOCUMENTS**

**FOR**

**CONSTRUCTION OF**

**DUTCH CANYON WELL NO. 3**

**FOR**

**CITY OF SCAPPOSSE**

**FEBRUARY 2024**

**Conсор North America, Inc.**  
**One SW Columbia St., Suite 1700**  
**PORTLAND, OR 97204**  
**503.225.9010**

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SEALS PAGE FOR  
DUTCH CANYON WELL NO. 3  
FOR  
CITY OF SCAPPOSSE

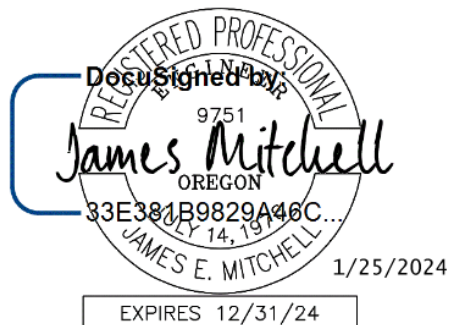
See Table of Contents for author of each specification section, identified by author's initials as follows:

AUTHOR'S NAME = INITIALS

HEATHER PINA = HKP

MICHAEL MCKILLIP = MLM

JAMES MITCHELL = JEM



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## 1.10 PREFACE

### **Introduction**

The Bid Documents/Proposed Contract Documents are issued for the information of Bidders submitting bids for this project and the work described herein, at the time and place indicated in the *Invitation to Bid* (Section 1.20). These Bid Documents, subject to revision by addendum, in accordance with provisions stated below, will be incorporated in and made part of the contract documents for this project.

If the City elects to reject all bids and re-advertise for new bids to be received at a time later than that indicated in the *Invitation to Bid*, these Bid Documents will cease to be applicable and new Bid Documents will be issued by the City. Bidders submitting bids at the newly established bid date and time must obtain the new Bid Documents and base their bids upon them, as they will be bound by it in the event they are awarded a contract.

### **Applicable Specifications**

Work shall comply with the following standards which are hereby incorporated into these bid documents by reference:

1. City of Scappoose Public Works Design Standards (PWDS), with Resolution 14-28, Ch 1 & 5 amendments. Design standards and standard detail drawings are available at:  
<https://www.scappoose.gov/publicworks/page/public-works-design-standards>
2. Technical Specifications for Dutch Canyon Well #3,
3. Oregon Water Resources Department (OWRD) standards for well construction (OAR 690-200 and 690-210), and
4. Other standards identified in these Bid Documents by reference.

Sectional references in these Bid Documents refer to sections of the specifications listed above and any applicable modifications to sections or subsections contained herein.

Licensing per ORS 468A.720 (working with asbestos) is not required for this project (ORS 279C.365(1)(j)).

### **Revisions Prior to Time of Opening of Bids**

The City reserves the right to make necessary changes or corrections to the Bid Documents. The City will post addenda to the City website and, if applicable, virtual planroom.

Bidders, not the City of Scappoose, shall be responsible for failure of Bidders to provide an accurate email address to receive Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the City to not be based on all Addenda.

### **Plans and Specifications May Be Retained by Bidder**

These Bid Documents are non-refundable and are not to be returned to the City, **except** as necessary to submit a bid.

### **Protest Process**

## 1. Prior to Bid

### A. Specification Protest Process:

- a) **Delivery:** A bidder must deliver a protest of specifications to the City in writing no later than ten (10) calendar days prior to the bid closing date as follows:

Specification Protest  
Bid Number: **#2024-01**  
City of Scappoose  
Attn: Susan Reeves, City Recorder  
33568 E. Columbia Ave.  
Scappoose, OR 97056

- b) **Content:** A bidder's written protest must include
- i. A detailed statement of the legal and factual grounds for the protest,
  - ii. A description of the resulting prejudice to the bidder, and
  - iii. A statement of the form of relief requested or any proposed changes to the specifications.
- c) **City Response:** The City may reject without consideration any bidder's protest after the deadline established for submitting protest. The City shall provide notice to the applicable bidder if it entirely rejects a protest. If the City agrees with the bidder's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.
- d) **Extension of Closing:** If the City receives a written protest from a bidder in accordance with this rule, the City may extend the bid closing date if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the Bid Document.

## 2. Protest Award

### A. Protests and Judicial Review of Contract Award

- a) **Purpose:** The award by the City of Scappoose City Council of the contract shall constitute a final decision of the City to award the contract if no written protest of the award is filed. A Bidder may protest the award of a contract, or the intent to award a contract, whichever occurs first, in accordance with ORS 279C.306. A Bidder must file written protest with the City and exhaust all administrative remedies before seeking judicial review of the City's Contract Award decision.
- b) **Delivery:** A bidder must deliver a written protest to the City of Scappoose within seven (7) days after issuance of the Notice of Intent to Award the Contract as follows:

Contract Award Protest  
Bid Number: **#2024-01**  
City of Scappoose

Attn: Susan Reeves, City Recorder  
33568 E. Columbia Ave.  
Scappoose, OR 97056

Notice of Intent to Award will be sent via email to all bidders and will be posted on the City web site at:

<https://www.scappoose.gov/rfps>

- c) **Content of Protest:** A Bidder's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279C.306, or ORS 279C.460 to .470.
- d) **City Response:** The City shall not consider a bidder's contract award protest after the timeline established for submitting such protest. The City shall issue a written disposition of the protest in a timely manner. If the City upholds the protest, in whole or in part, the City may in its sole discretion either award the contract to the successful protestor or cancel the solicitation.

**1.20 INVITATION TO BID #2024-01**

**CITY OF SCAPPOOSE**

**DUTCH CANYON WELL #3 (DC-3) PROJECT**

**Bid Submission Deadline: 2:00 pm (PST) on 3/6/2024**

**At 33568 E Columbia Ave., Scappoose, OR 97056**

Notice is hereby given that sealed bids for furnishing a portion of the materials, and all equipment, labor, and services for the construction of the **Dutch Canyon Well #3 (DC-3)** project (Project) for the City of Scappoose (City) will be accepted at **City Hall (33568 E Columbia Ave., Scappoose, OR 97056)** by Susan Reeves or Kathleen Head until **2:00 PM on March 6, 2024**. All bids received on or before this date and time and in proper form will be electronically, mechanically, or hand stamped with a time-stamp, and maintained in a confidential and secure manner until opening. All bids shall collectively be publicly opened and read in the City Hall Council Chambers at the time set forth above as the deadline for receipt of bids, and thereafter bid documents, shall be made available for public inspection. Bidders are encouraged to proactively identify any confidential proprietary data or trade secrets in accordance with Section 21 below. Bids received after this date and time will not be considered. First-tier subcontractor disclosure forms are due within two (2) working hours after the bid submission deadline.

The Work to be done under this Contract consists of furnishing all labor, materials, and equipment necessary for the construction of a pit-less well adapter, site piping, submersible well pump and motor, a mag meter and silent check valve in a valve vault, electrical improvements for the new and existing wells, system integration, SCADA upgrades, and finish grading and seeding. The newly drilled Dutch Canyon Well No. 3 well shall be connected to the existing system. The work also includes raw water connections into existing and proposed systems.

A VOLUNTARY PRE-BID MEETING for this project will be held at the project site on Wednesday, February 15th, 2024 at 2:00 p.m. to provide prospective bidders with the opportunity to ask questions relating to bidding or constructing the work under this contract. If deemed appropriate by the Engineer, questions that cannot be addressed by direct reference to the bidding documents will be the subject of an addendum issued to the plan center. Statements made by the City or City's representatives at the meeting are not binding upon the City unless confirmed by subsequent written addendum.

The solicitation schedule and deadlines are generally as follows:

- Bid Issuance Date: **February 5, 2024**
- Questions Deadline: **February 23, 2024**
- Addenda Deadline: **February 24, 2024**
- Specifications Protest Deadline: **February 25, 2024**
- Bid Submission Deadline: **March 6, 2024, at 2:00 P.M.**
- First-tier Subcontractor Disclosure Form Deadline: **March 6, 2024, at 4:00 P.M**
- Anticipated Notice of Intent to Award: **March 11, 2024**
- NITA Protest Deadline: **March 18, 2024**
- City Council Contract Authorization: **March 18, 2024**
- Substantial Completion: **June 1, 2024**

Contract Documents, including plans and specifications, may be examined from the Willamette Print & Blueprint Company at <https://wpbinc.com/digital-planroom> for free and downloaded. A fee is required for hard copies, which is not refundable. Return of the documents is not required. **Bids shall only be considered valid if Bidder is included on the official Plan Holder List. Only the download or purchase of the Contract Documents, plans, and specifications from Willamette Print & Blueprint will place the Bidder on the official Plan Holder List.** The City reserves the right to make changes to the Invitation to Bid and the resulting contract via written addenda, prior to the bid submission deadline. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website (<https://www.scappoose.gov/rfps>), at City Hall, and in the WPB virtual planroom. Check the City website frequently until the bid submission deadline as the City may, in its discretion, provide additional notices. No bid will be received or considered unless the bid is submitted in writing, addressing all written addenda and elements of the Invitation to Bid, and received on the prescribed forms included in the Contract Documents, mailed or delivered to the City of Scappoose City Hall, 33568 E Columbia Avenue, Scappoose, Oregon 97056, attention: Charlotte Baker in a sealed envelope plainly marked on the envelope "SEALED BID" and specifying the project name and bearing the name, address, and telephone number of the bidder, as well as the bid opening date. All bids must be prepared on the prescribed forms and signed in ink by an authorized representative. Facsimile and/or emailed bids will not be accepted.

No mandatory prequalification applications are required for this Project.

No proposal shall be considered by the City of Scappoose unless the Bid contains the following:

- A statement by the Bidder that the Bidder will comply with the provisions of ORS 279C.800 to 279C.870 and 40 U.S.C. 3141 to 3148 pertaining to prevailing wages, as applicable.
- Contractor licensing under ORS 468A.720 for working with asbestos-containing materials is not a requirement of this project.
- A statement as to whether or not the bidder is a resident bidder as defined in ORS 279A.120. Each bid must also contain confirmation that bidder is registered with the Oregon Construction Contractors Board (CCB) – no bid will be received or considered unless the bidder is registered with the Oregon CCB, as required by ORS 701.035 et seq.
- A certification that the bidder has not discriminated against and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in award of a subcontract.
- No bid will be considered unless the bidder is licensed by the Construction Contractors Board or the State Landscaping Contractors Board, as applicable.
- No bid will be considered unless the First-Tier Subcontractor Disclosure form is submitted by the specified deadline. Facsimile and/or emailed disclosure forms will not be accepted.

The City of Scappoose reserves the right to investigate and determine the qualifications of the bidders as part of its evaluation of the bids.

Proposals must be submitted on the prescribed forms and must be accompanied by certified check, cashier's check, or bid bond executed in favor of the City of Scappoose in an amount of ten percent (10%) of the amount of Bidder's maximum Bid price (including all optional work items). The successful bidder will be required to furnish to the City of Scappoose a performance bond and a payment bond each equal to one hundred percent (100%) of the amount of the bid with the selected (if any) optional work items as

determined by the City. The successful bidder and all subcontractors shall be required to furnish to the Oregon Construction Contractors Board a public works bond in the amount of \$30,000, unless exempt under ORS 279C.

The City of Scappoose reserves the right to reject any and all bids, to waive any irregularities, and to accept the bid deemed in the best interests of the City of Scappoose. The City of Scappoose may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including the requirements to demonstrate responsibility under ORS 279C.375(3)(b), 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.

**Questions:**

Submit questions to: Heather Pina, PE, Heather [Pina@consoreng.com](mailto:Pina@consoreng.com) and Michael McKillip, PE, PhD, [Michael.mckillip@consoreng.com](mailto:Michael.mckillip@consoreng.com)

Replies to questions will be posted to the City's website at: <https://www.scappoose.gov/rfps>

<https://wpbinc.com/digital-planroom>

### 1.30 BIDDER'S CHECKLIST

- \_\_\_ Read all specifications, including, but not limited to, Technical Specifications, Dutch Canyon Well #3 (DC-3), and/or addenda to these bid documents and review the plans and all documents included by reference.
- \_\_\_ Complete the Bid Schedule in ink or typed characters.
- \_\_\_ Cross-out and initial bid items entries, if they are changed or corrected. Do not use whiteout liquid or tape to correct item entries.
- \_\_\_ Check City website and review issued addenda and fill in the Addenda Statement on the Bid Form Signature Page. Clarification responses, in the form of a Question-and-Answer document, will be issued on the City website periodically in order to answer questions. *These clarifications should not be considered addenda.*
- \_\_\_ Fill in all other required information on the Bid Forms and affix signatures in ink.
- \_\_\_ Fill in and sign the Non-Collusion Affidavit.
- \_\_\_ Fill in and sign the Compliance Signature Form.
- \_\_\_ Fill in and sign the City of Scappoose Bid Guaranty Form. Bids not accompanied by the City of Scappoose Bid Guaranty Form may be deemed non-responsive and rejected.
- \_\_\_ Fill in the "Bidder Residency Statement" on the Bid Form Signature Page.
- \_\_\_ The Bidder shall deliver, as part of the bid, a written certification that the Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts. Failure to do so will be grounds for disqualification.
- \_\_\_ Fill in the Construction Contractor's Board statement on the Bid Form Signature page and possess a current, valid license issued by the Construction Contractor's Board.
- \_\_\_ Detach, complete, and submit the Responsibility Determination Form in Section 2.70.
- \_\_\_ Detach, complete, and submit the First-Tier Subcontractors Disclosure Form provided in SECTION 2.40. This form may be submitted with the bid or in a separate sealed envelope marked with "FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM" along with the bidder's name, project name and project number. When submitted separately, it shall be submitted no later than two work hours after the time designated for receiving bids.

**2.10 INSTRUCTIONS TO BIDDERS**  
**DUTCH CANYON WELL #3 (DC-3) PROJECT**  
**FOR**  
**CITY OF SCAPPOOSE**

**1. Defined Terms**

Certain terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

**1.1 CITY/OWNER** – City of Scappoose

**1.2 BIDDER** – one who submits a Bid directly to CITY as distinct from a sub-bidder, who submits a bid to a Bidder.

**1.3 Issuing Office** – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**1.4 Successful Bidder** – the lowest, responsible Bidder to whom CITY (on the basis of CITY's evaluation as hereinafter provided) makes an award.

**1.5 First-Tier Subcontractor** – an individual, firm or corporation having a direct contract with the Contractor for furnishing labor or furnishing labor and materials in connection with the performance of a part of the work.

**2. Copies of Bidding Documents**

**2.1** Complete sets of the Bidding Documents may be obtained from <https://wpbinc.com/digital-planroom> for free and downloaded. A fee is required for hard copies, this amount is not refundable and return of the documents is not required.

**2.2** Complete sets of Bidding Documents must be used in preparing Bids; CITY does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**2.3** CITY in making copies of Bidding Documents available on the above terms only do so for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

**3. Qualifications of Bidders**

**3.1** To demonstrate qualifications to perform the Work, each Bidder shall complete and return with their Bid a complete Responsibility Determination Form. Each Bidder must be prepared to submit within five days after Bid Opening, upon CITY's request, additional detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below or elsewhere in these documents. Each Bid must contain evidence of Bidder's qualification to do business in Oregon.



**3.2** Special minimum experience qualifications apply to portions of this project. The pump installation must be completed only by an Oregon licensed well driller.

#### **4. Examination of Bidding Documents, Other Data, and Site**

**4.1** It is the responsibility of each Bidder before submitting a Bid:

**4.1.1** To examine thoroughly and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;

**4.1.2** To visit the site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;

**4.1.3** To become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;

**4.1.4** To obtain and carefully study (or assume responsibility to do so) all reports of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance or furnishing of the Work or which are related to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto, and be responsible for all costs associated with these examinations including all restoration work and damages which may be a result of such investigations;

**4.1.5** To agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary to the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

**4.1.6** To become aware of the general nature of the work to be performed as indicated in the Bidding Documents;

**4.1.7** To correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

**4.1.8** To promptly give CITY written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by CITY is acceptable to BIDDER; and

**4.1.9** To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

**4.2** Information and data reflected in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY by the owners of such Underground Facilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents.

**4.3** The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given CITY written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has discovered in the Bidding Documents and the written resolutions thereof by CITY are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

**4.4** Failure to comply with Sections 4.1 through 4.3 above will not relieve the Successful Bidder of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Bidding Documents.

## **5. Availability of Lands for Work**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

## **6. Interpretations and Addenda**

**6.1** All questions about the meaning or intent of the Bidding Documents are to be directed to CITY. Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda and will be posted on the website where the plans are stored at: <https://wpbinc.com/digital-planroom>. Questions received less than twelve (12) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**6.2** Addenda may also be issued to modify the Bidding Documents as deemed advisable by CITY.

## **7. Bid Guaranty**

**7.1** Each Bid must be accompanied by Bid Guaranty made payable to CITY in an amount of ten percent (10%) of BIDDER's total Bid price and in the form of a certified or cashier's check or a Bid Bond on the form attached to the Bidding Documents or one conforming substantially to it, meeting the requirements of ORS 279C.365 and issued by an acceptable surety.

**7.2** The Bid Guaranty of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Guaranty will be returned. If the Successful Bidder fails to execute

and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, CITY may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited. The Bid Guaranty of other Bidders whom CITY believes to have a reasonable chance of receiving the award may be retained by CITY until the Effective Date of the Agreement or the sixtieth (60th) calendar day after the Bid opening, whereupon Bid Guaranty furnished by such Bidders will be returned. Bid Guaranty with Bids which are not competitive will be returned upon execution of the Agreement between CITY and the Successful Bidder.

## **8. Contract Times**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Contract (or incorporated therein by reference to the attached Bid Form).

## **9. Substitute or "Or-Equal" Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that an "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to CITY, application for such acceptance will not be considered by CITY until after the Effective Date of the Agreement, unless a pre-bid approval process is specified for certain material or equipment items. The procedure for submission of any such application by CONTRACTOR and consideration by CITY is set forth in ORS 279C.345.

## **10. Subcontractors, Suppliers, and Others**

**10.1** Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is estimated by the CITY to be greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

(A) The subcontractor's name;

(B) The category of Work that the subcontractor would be performing, and

(C) The dollar value of the subcontract. 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.

**THE CITY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. THE DISCLOSURE FORM IS ATTACHED TO THE BID DOCUMENT.**

**Submission.** A Bidder shall submit the disclosure form required by this rule either in its Bid submission, or within two working hours after Bid Closing.

**Responsiveness.** Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids that are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award.

**10.2** If these Bidding Documents require, separate from and in addition to those requirements as identified in paragraph 10.1 above, the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to CITY, Bidder shall submit with the bid a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be supplemented by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by CITY.

**10.3** If CITY has reasonable objection after due investigation to any proposed subcontractor, other person or organization, either may before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute, in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and CITY may consider such prior adjustment in evaluating Bids and making the Contract award.

**10.4** If the apparent Successful Bidder declines to make any such substitution, CITY may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractor, other person, or organization. The declining to make any such substitution will not constitute grounds for sacrificing the Bid Guaranty of any Bidder. Any subcontractor, other person, or organization so listed and to whom the CITY does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to CITY subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the resulting Contract.

**10.5** No Contractor shall be required to employ any subcontractor, other person, or organization against which they have reasonable objection.

## **11. Bid Form**

**11.1** The Bid Form is included with the Bidding Documents; additional copies may be obtained from <https://wpbinc.com/digital-planroom>.

**11.2** All blanks on the Bid Form must be completed by printing in ink or be typewritten.

**11.3** A Bid by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

**11.4** A Bid by a partnership shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

**11.5** A Bid by an individual shall show the Bidder's name and official address.

**11.6** A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.

**11.7** All names shall be printed in ink or be typewritten below the signatures.

**11.8** The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form by BIDDER).

**11.9** The address and telephone number for communications regarding the Bid shall be shown.

**11.10** If BIDDER is an out-of-state corporation, the Bid shall contain evidence of authority to conduct business as an out-of-state corporation in Oregon where the Work is to be performed. BIDDER's Oregon Construction Contractor's Board license number shall also be shown on the Bid form.

## **12. Submission of Bids**

Bids and first-tier subcontractor disclosure forms shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in separate opaque sealed envelopes, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), date of opening, the applicable words "Sealed Bid" or "First-Tier Subcontractor Disclosure Form", name and address of Bidder and accompanied by the Bid guaranty and other required documents. If the Bid and/or disclosure form is sent through the mail or other delivery system, the sealed envelopes shall be enclosed in separate envelopes with the applicable notation "sealed bid" or "First-Tier Subcontractor Disclosure Form" on the face. It is the Bidder's sole responsibility to see that its Bid and disclosure form are received within the proper time.

## **13. Modification and Withdrawal of Bids**

**13.1** Bids may be modified or withdrawn at any time prior to the opening of Bids. This may be done by the BIDDER in person or upon the BIDDER's written request delivered to the place where Bids are to be submitted. A telephoned request for withdrawal of a Bid will not be recognized as a legitimate means for withdrawal of a Bid.

**13.2** If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid guaranty will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents.

## **14. Opening of Bids**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted.

## **15. Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for sixty (60) days after the Bid opening, but CITY may, in its sole discretion, release any Bid and return the Bid guaranty prior to that date. CITY and the apparent low Bidder may, by written agreement, extend the period during which the Bid is subject to acceptance.

## **16. Award of Contract and Protests**

**16.1** CITY reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of the CITY to make an award to that Bidder, whether because the Bid is non-responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. CITY also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder including the possible selection of optional work items. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**16.2** In evaluating Bids, CITY will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

**16.3** CITY may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Bidding Documents.

**16.4** CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to CITY's satisfaction within the prescribed time.

**16.5** If the contract is to be awarded, it will be awarded to the lowest responsible Bidder as that term is set forth in ORS 279A.010(r) and whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY. In determining the lowest responsible Bidder, CITY will: (a) check the list created by the Oregon Construction Contractors Board for bidders who are not qualified to hold a public improvement contract; and (b) determine whether the Bidder has met the standards of responsibility in accordance with ORS 279C.375. CITY will document CITY's determination of responsibility with the Oregon Construction Contractors Board within 30 days after the date the CITY awards the contract. Separate schedules may be awarded to the same or different Contractors. Bidders are allowed to specify on the Bid Form a deduction in their total Bid if multiple schedules are awarded to the same Contractor. The lowest total Bid shall be determined by adding schedules and subtracting any deductions provided.

**16.6** If the contract is to be awarded, CITY will issue a Notice of Intent to Award and give Successful Bidder a Notice of Award at least seven (7) days after the Notice of Intent to Award is issued and within forty-five (45) days after the day of the Bid opening or within such extended period as CITY and CONTRACTOR shall agree in writing.

**16.7** All protests and judicial review procedures shall be undertaken in accordance with state law. A bidder must file a written protest to the CITY within seven (7) days of the Award of a Contract

or the Notice of Intent to Award Contract, whichever occurs first. The BIDDER's written protest shall specify the grounds for the protest to be considered by the CITY.

## **17. Signing of Agreement**

When CITY gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to CITY with the required liability and workers compensation insurance certificates, and payment and performance bonds. Within thirty (30) days thereafter, CITY shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## **18. Retainage**

Provisions concerning retainage and CONTRACTORS' rights to deposit securities in lieu of retainage are set forth in SECTION 3.50 of the Contract Documents. In lieu of retainage, provisions may be made as provided in ORS 279C.560 for depositing with CITY approved bonds or securities of value equal to the retainage.

## **19. Performance and Payment Bonds**

ORS 279C sets forth performance bond and payment bond requirements. When the successful Bidder delivers the executed Agreement to the CITY, it shall be accompanied by the required performance and payment bonds. Attorneys-in-fact who sign bonds must file with each bond a notarized and effective copy of their power of attorney dated the same date as the Bonds. Bond forms enclosed in the Bidding Documents must be used.

## **20. Conflict of Interest**

No member, officer, or employee of the CITY, or its designees or agents, no member of the governing body of the CITY, and no other public official of the CITY who exercise any function or responsibility with respect to this Contract during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in Work performed in connection with this Contract.

## **21. Confidentiality**

All information submitted by a Bidder shall become and remain the property of the City and is considered public information and subject to disclosure pursuant to the Oregon Public Records Law, except such portions of the Bid, which are exempt from disclosure consistent with Oregon law. If a Bid contains any information that the Bidder believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Bidder must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the Bid, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the Bid as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this Invitation to Bid not exempted from disclosure without obtaining permission from any Bidder to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Bidder as exempt, the City will attempt to notify the impacted Bidder prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted.

## **21. Expected Schedule**



The project intends to follow the schedule as follows:

Event	Location	Date	Time
Solicitation Advertisement	Business Tribune, Spotlight, City Website	2/5/2024	NA
Pre-Bid Site Visit (Optional)	Project Site	2/15/2024	2:00 PM
Pre-Bid Questions Due	Email*	2/23/2024	9:00 AM
Responses to Pre-Bid Questions Distributed by City	City Website, Email	2/24/2024	5:00 PM
Bids Due/ Bid Opening	Scappoose City Hall	3/6/2024	2:00 PM
First Tier Subcontractor List Due	Scappoose City Hall	3/6/2024	4:00 PM
Notice of Intent to Award***	City Website, Email	3/11/2024	10:00 AM
Protest Period Closes	NA	3/18/2024	10:00 AM
Council Authorization***	City Council	3/18/2024	7:00 PM
Notice of Award	City Website, Email	3/19/2024	10:00 AM
Contract Start (Estimated)***	N/A	3/20/2024	-
Notice to Proceed	N/A	Upon Approval of Contractor Submittals	
Substantial Completion	N/A	6/1/2024	-
Desired Final Completion	N/A	7/1/2024	-

\*Submit questions to the City's Consultant Consor to Michael McKillip, at  
[Michael.mckillip@consoreng.com](mailto:Michael.mckillip@consoreng.com) or 503-225-9010

\*\* <https://wpbinc.com/digital-planroom>

\*\*\*These dates are subject to change at the sole discretion of the City.

**END OF INSTRUCTIONS TO BIDDERS**

## 2.20 BID PROPOSAL FORM

THIS BID IS SUBMITTED TO:

City of Scappoose  
33568 E. Columbia Avenue  
Scappoose, OR 97056

The undersigned, hereinafter called "Bidder," declares that the only person or parties interested in this bid are those named herein; that this bid is, in all respects, fair and without fraud; that it is made without collusion with any official of Scappoose, Oregon; and that the bid is made without any connection or collusion with any person making another bid on this contract.

THE UNDERSIGNED BIDDER FURTHER DECLARES: That the Bidder has read and thoroughly understands the bid documents governing the work embraced in this improvement and the method by which payment will be made for said work; that the Bidder has visited the site and made such investigation as is necessary to determine the character of the materials and conditions to be encountered in the work; that if this bid is accepted, the Bidder will contract with the City of Scappoose, Oregon, for the construction of the proposed improvement in a form of contract herein outlined, and provide the necessary equipment, materials, tools, apparatus, and labor, as specified in conformance with the requirements of the contract, and at the prices established by this Agreement.

The Bidder further agrees that the Bidder has exercised its own judgement regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the Engineer, CITY, and other sources in arriving at its conclusion.

### THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

FIRST: To do any extra work and furnish other materials which cannot properly be classified under bid items, and to accept as full compensation therefore, such prices as may be determined according to the provisions of the Contract.

SECOND: That this bid is firm and shall not be withdrawn or revoked by the Bidder for a period of sixty (60) calendar days from the date of the bid opening and that within ten (10) calendar days from the date of the "Notice of Award" of this bid, to execute the Public Improvement Contract, and to furnish the City of Scappoose with satisfactory performance and payment bonds in the sum of the total amount of the contract guaranteeing the faithful performance of the work and payment of all bills.

THIRD: To meet the substantial and final completion dates and to complete work in all respects within the contract time specified herein.

FOURTH: In compliance with ORS 279C.840 and as part of this bid, the Bidder herein agrees that it shall be a condition of its bonds that in performing this contract it shall pay and cause to be paid not less than the prevailing rate of wages as of the date of advertisement for this bid to each and every worker who may be employed in and about the performance of this contract. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, the City may

retain from the monies due to the Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel this contract.

FIFTH: That all of the applicable provisions of Oregon law relating to public contracts (ORS 279A, 279B, and 279C) are, by this reference, incorporated in and made part of this bid.

SIXTH: It is agreed that if the Bidder revokes or withdraws its bid within the 60-day period following the bid opening date or if the Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the specified performance and payment bonds within ten (10) calendar days after receipt of notification of acceptance of its bid, then, in either of these events, the bid security deposited herewith according to the conditions of this Bid shall be forfeited to and retained by the City as liquidated damages in accordance with the Contract Documents; and it is agreed that the said sum is a fair measure of the amount of damages the City will sustain in case the Bidder shall so withdraw its bid or fail or refuse to execute the contract for the said work and to furnish the performance and payment bonds as specified in the Contract Documents. Bid security in the form of a cashier's or certified check drawn on a lending institution of Oregon shall be subject to the same requirements as a bid bond.

SEVENTH: If you desire to limit the number of contracts to be awarded to your firm at this opening of bids, please complete one of the following limiting statements:

LIMITING STATEMENTS:

- 1. This bid is conditioned upon my (our) not being awarded more than \_\_\_\_\_ of the contracts on which I (we) have bid at this opening of bids.
- 2. This bid is conditioned upon my (our) not being awarded contracts at this opening of bids for an aggregate total amount in excess of \$ \_\_\_\_\_.

EIGHTH: The undersigned declares by signing of this proposal that the undersigned bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts. The signing of this proposal constitutes certification of compliance upon which the City is entitled to rely on.

### BID SCHEDULE

Bid Form Item No.	Items of Work and Materials	Approx. Quantity	Units	Unit Price	Extended Price
1	Mobilization, Bonds, Permitting, Insurance and Demobilization	1	LS	\$	\$
2	Unsuitable Trench Conditions	5	CY	\$	\$
3	Well Site Civil & Mechanical Improvements	1	LS	\$	\$
4	Well Site Electrical Improvements	1	LS	\$	\$

**TOTAL BID PRICE – ITEM NO.'S 1 THROUGH 5**

**\$**

**Grand Total Bid Price – Item No.'s 1 through 5:**

\$\_\_\_\_\_ (Figures)

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents (Written)

The Total Bid Amount shall be presented both in words and figures for the total bid amount of the Dutch Canyon Well DC-3 Base Bid Form. In the event of discrepancy, the amount shown in words shall dictate. ***Award will be partially based on the lowest responsive Grand Total Bid Price.***

The Contractor acknowledges that quantities shown on the Bid Forms are estimates only and actual quantities will be determined upon final well construction and decommissioning. Final payment will be based on actual quantities determined as per the Contract Documents.

## SIGNATURE PAGE

The undersigned Bidder hereby represents that it **(is \_\_\_\_\_, or is not \_\_\_\_\_)** a “resident bidder” pursuant to ORS 279A.120 and ORS 279C.365. A “resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the twelve (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.”

The undersigned Bidder is licensed by the Oregon Construction Contractor’s Board (Oregon CCB) in accordance with ORS 701.026.

The undersigned Bidder has carefully examined all bidding documents and addenda (if any) numbered \_\_\_\_ through \_\_\_\_ inclusive.

The undersigned Bidder hereby represents that this bid is made without connection to any person, firm, or corporation making a bid for the same project, and is in all respects fair and without collusion or fraud.

Accompanying this Bid is a bid guaranty in the form of a certified check, cashier’s check, or bid bond in the sum of ten (10) percent of the total bid, payable to City of Scappoose which is to be forfeited as liquidated damages in accordance with Section 2.10 Instructions to Bidders.

In the event this Bid is accepted by the City and the undersigned fails to execute a satisfactory contract and bond(s), and after receiving written notice within ten (10) calendar days from the date of receipt of notification, the City may, at its option, declare that the undersigned has abandoned the contract and thereupon this Bid shall be returned to the undersigned.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Oregon CCB License Number

\_\_\_\_\_  
Oregon CCB Expiration Date

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

**ACKNOWLEDGEMENT FOR SOLE PROPRIETORSHIP OR PARTNERSHIP**

In witness hereto, the undersigned has set his or her hand this day of \_\_\_\_\_, 20\_\_.

**SIGNATURE OF BIDDER** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ACKNOWLEDGEMENT FOR CORPORATION**

In witness hereto, the undersigned corporation has caused this instruction to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NAME OF CORPORATION** \_\_\_\_\_

**SIGNATURE OF BIDDER** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ATTEST SECRETARY** \_\_\_\_\_

### 2.30 BID GUARANTY

Accompanying this proposal is \_\_\_\_\_  
("bidder's bond," "cash" or "certified check") in the amount of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) which amount is not less than ten percent (10%) of the total amount of the  
Bidder's total bid price.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give a Payment and Performance Bond in the sum of the total amount of the bid as aforesaid, with sureties satisfactory to the City Council within ten (10) days from the date of receiving from the City Council the contract prepared and ready for execution, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Scappoose as provided by ORS 279C.385. It is further understood that the bid shall not be withdrawn or revoked for sixty (60) days after the scheduled closing time for receiving bids.

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

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

(legal name of person)

By \_\_\_\_\_

(typed or printed name)

Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## 2.40 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bid Closing: March 6, 2024 at 2:00 PM (PST)

Disclosure Submittal Deadline: March 6, 2024 at 4:00 PM (PST)

This form must be completed, signed and 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.

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor and material would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the project Bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing.

List below the names of each subcontractor that will be furnishing labor or furnishing labor and materials and that are required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that are required to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Subcontractor Name	Dollar Value	Category of Work
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

**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.**

Form submitted by (Bidder Name): 

---

Contract Name: 

---

 Phone No.: 

---



## 2.50 TAX LAWS COMPLIANCE SIGNATURE FORM

Every public contract that is subject to Oregon Revised Statute 279B must include a representation and warranty from the Bidder that the Bidder has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing below, Bidder certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for the duration of this contract.

---

Bidder's Signature

---

Date

## 2.60 NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_, County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency for violating any non-collusion statutes and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of Scappoose in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Scappoose of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Firm / Position

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**2.70 RESPONSIBILITY DETERMINATION FORM**



Project Name: \_\_\_\_\_

Bidder's Business Entity Name: \_\_\_\_\_

Bidder's CCB License Number: \_\_\_\_\_

Form Submitted by (Representative Name): \_\_\_\_\_

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

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

Bidder certifies that:

☐ Bidder is not on the Construction Contractors Board list of individuals not qualified to hold a public improvement contract.

☐ It meets the following standards of responsibility.

☐ It 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.

☐ It 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.

☐ It is covered by liability insurance and other insurance in amounts required in the solicitation documents.

☐ It qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

☐ It has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.

☐ It has a satisfactory record of performance.

☐ It has a satisfactory record of integrity.

☐ It is qualified legally to contract with the City of Scappoose.

☐ It has supplied all necessary information in connection with the inquiry concerning responsibility.

☐ Bidder certifies that it is (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).

CONTRACT No. \_\_\_\_\_

**3.10 PUBLIC WORKS CONTRACT**

**FOR**

**DUTCH CANYON WELL #3 (DC-3) PROJECT**

1. This Contract is by and between the City of Scappoose ("City") and \_\_\_\_\_

("Contractor"), collectively referred to as "the Parties."

## **2. Term**

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2024. Substantial Completion shall be achieved by \_\_\_\_\_, 2024.

## **3. Contract Documents**

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of the following:

- This Agreement (Public Works Contract)
- Exhibits to this Agreement, if applicable
- Performance, Payment, and other Bonds
- Notice to Proceed
- City of Scappoose Public Works Design Standards (PWDS) and Standard Detail Drawings,
- Construction plans, \_\_\_\_\_ through \_\_\_\_\_ (bound separately)
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- CONTRACTOR's Bid Proposal
- Documentation submitted by CONTRACTOR prior to Notice of Award

If there is a conflict or discrepancy between the Contract Documents, such conflict or discrepancy shall be resolved in favor of the order listed above. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

## **4. Payments**

City of Scappoose shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted. City of Scappoose shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered, or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units. All applications for payment shall be submitted to the Consultant and City of Scappoose to the following:

**Attn: Dave Sukau, [dsukau@cityofscappoose.org](mailto:dsukau@cityofscappoose.org)**

**33568 East Columbia Avenue**

**Scappoose, Oregon 97056**

**and;**

Attn: Michael McKillip, PE, [Michael.mckillip@consoreng.com](mailto:Michael.mckillip@consoreng.com)

One SW Columbia St., Suite 1700

Portland, OR 97204

Failure to strictly comply with this provision may result in a delay in payment.

Contract compensation shall not exceed \$ \_\_\_\_\_

5. **Insurance**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below. Contractor shall have the right to provide a self-insured retention for these coverages in an amount not-to-exceed \$2,000,000.00.

**(1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

**(2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

**(3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of City to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) CITY and its directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give City not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet City A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract;
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

## **6. Indemnification**

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City, their elected officials, officers, employees, and agents from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence

in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.

- B. The obligations of Contractor under this provision will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.
- C. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that City may release such funds if the Contractor provides City with adequate assurance of the protection of City's interests. City shall be the sole judge of whether such assurances are adequate.

#### **7. Termination for Convenience**

City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. City of Scappoose will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to City its termination claim for payment. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and return it to City in the manner that City directs.

#### **8. Termination for Default**

- A. City may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.
- B. City's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Administrator specifying the failure.
- C. If City terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to City for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by City that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, City may allow Contractor to continue work, or may treat the termination



as a termination for convenience.

- E. The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

#### **9. Applicable Law and Jurisdiction**

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules, or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Columbia County, Oregon, or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

#### **10. Waiver and Nonwaiver**

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. City's acceptance of goods or services, or payment under this Contract, shall not preclude City from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

#### **11. Mediation**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a nonbinding mediation process. The mediation shall take place in Scappoose, or St. Helens, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

#### **12. Severability/Survivability**

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

#### **13. Intellectual Property**

Contractor shall hold harmless, defend and indemnify City, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by City as the result of the claim, including attorney fees and expert witness fees.

#### **14. Inspection of Services**

City has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. City shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, City may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, City of Scappoose may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by City or (2) terminate the contract for default.

#### **15. Title and Risk of Loss**

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to goods shall pass to City upon City's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in City's possession. If this Contract is for the repair or servicing of City of Scappoose owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to City owned goods shall remain with City while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

#### **16. Acceptance, Rejection, and Revocation of Acceptance**

If this Contract is for the supply of goods or equipment, then City shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and City has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, City may reject any goods that fail to conform to the requirements of this Contract. City may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not

reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if City has started using the goods before discovering that they do not conform to the contract. Upon request by City, Contractor shall replace or repair to City's satisfaction any goods that have been rejected by City or the acceptance of which has been revoked by City under this Paragraph. Failure to replace or repair those goods within a reasonable time after City's request shall be a material breach of this Contract.

#### **17. Audit and Inspection of Records**

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of City, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between City and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

#### **18. Project Managers**

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or proposed changes, City shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing.

City's Project Manager for this Contract is: **Dave Sukau**, Public Works Director, at (503) 543-7146 ext. 234 or [dsukau@cityofscappoose.org](mailto:dsukau@cityofscappoose.org)

City's Consultant Project Manager for this project is **Michael McKillip, PE**, at (503) 225-9010 or [Michael.mckillip@consoreng.com](mailto:Michael.mckillip@consoreng.com).

Contractor's Project Manager for this Contract is:

\_\_\_\_\_, at (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_ or  
\_\_\_\_\_ (email).

#### **19. Notices and Communications**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by City. Notices and other communications may be delivered personally, by electronic mail, by facsimile, or by regular, certified, or registered mail.

A notice to City will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to City.

## **20. Contractor's Status and General Responsibilities**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from City other than that provided by this Contract. Contractor shall inform City of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees, or agents of City as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of City for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or nonconformance.

Contractor acknowledges that City is supplying pre-purchased mechanical equipment and that Contractor is responsible for this equipment during handling and installation. Costs to repair any damage to the equipment by Contractor will be borne by Contractor.

## **21. Assignment and Sub-contracting**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of City. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

## **22. Conditions concerning payment; contributions, withholding, drug testing**

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of work provided for in the Agreement.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Agreement.

Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167

### **23. Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against City, its property, or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

### **24. Nondiscrimination**

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

### **25. Hours of Labor – Goods and Services**

Pursuant to ORS 279C.520 279C.540, the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

Workers will be paid not less than the applicable prevailing wages rates in accordance with 279C.838 and 279C.840.

Contractor is required to submit certified payroll statements pursuant to ORS 279C.845.

If contractor fails to pay a person's claim for labor or services that the person provides to the Contractor or subcontractor in connection with the Agreement, the City shall pay and withhold these amounts from the payments due to the contractor. Daily, weekly, weekend and holiday overtime will be paid as required in ORS 279C.540, ORS 279C.515, 279C.520; OAR 839-025-0020(2).

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City or Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum.

If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement, 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.

Employer must provide a written schedule to employees showing the number of hours per day and days per week with the employee may be required to work. Employer must promptly pay for any medical services they have agreed to pay, ORS 279C.520, 279C.530; OAR 839-025-0020(2).

## **26. Warranty**

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods.

## **27. Compliance with Laws and Regulations**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, 279C.530, and 279C.540 which are hereby incorporated by reference.

When a project is subject to both the State of Oregon and Federal Prevailing Wage Rate Law, workers will be paid not less than the higher of the applicable state or federal rate. This does not apply to "residential construction" projects, ORS 279C.830(1)(b), OAR 839-025-0020(4)(c), 839-025-0037.

Every contractor and sub-contractor must have a public works bond filed with the CCB before starting work on the project, unless exempt, pursuant to ORS 279C.836. Contractor shall also file a payment bond with the City as required by ORS 279C.380 and 279C.390.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

## **28. Prohibited Interests**

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with City, except to the

extent such interest is permitted and disclosed as may be required under applicable law and City policy.

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City policy.

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

### **29. Safety**

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or are required by the Oregon Occupational Health and Safety Administration (OSHA).

### **30. Time of Essence**

Time is of the essence in this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, City, at its discretion, may procure those goods/services from another source. If the price paid by City for goods/services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay City the difference between those prices. City may deduct that difference from any amount City owes Contractor.

### **31. Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only and are not to be used to interpret this Contract.

### **32. Integration, Modification, and Administrative Changes**

These Contract documents (as defined in Article 2 of this contract) include the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. These Contract documents may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. City reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

### **33. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

### **34. Certificate of Oregon Tax Law Compliance**

By signature hereto, both parties agree to this Contract as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.62

**35. Equal Opportunity**

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**36. Copeland "Anti-Kickback" Act**

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**37. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**38. Prohibition on Purchasing Telecommunications or Surveillance Equipment, Services, or Systems**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.



**39. Preference to United States Made Goods**

As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**40. Procurement of Recovered Materials over \$10,000**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**41. Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**42. Sanitary Facilities**

The CONTRACTOR shall provide and maintain sanitary facilities for its employees and its subcontractors' employees that will comply with the regulations of the local and State Departments of Health and as directed by the ENGINEER.

**43. Record Drawings**

CONTRACTOR shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the

ENGINEER. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the ENGINEER.

**44. Work Hour Limitations**

All work shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. on non-holiday weekdays only. No weekend work will be allowed. Requests for variations in work hours shall be made in writing for consideration by the OWNER. No work shall be conducted outside of the above-described days and hours without prior approval of the OWNER.

**45. Noise Limitations**

The project areas are located within a residential zoned area. All applicable City, County ordinances and State and Federal regulations shall be complied with.

**CONTRACTOR**

**CITY OF SCAPPOOSE**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_ Federal Employer ID Number

**3.20 PERFORMANCE BOND**  
**DUTCH CANYON WELL #3 (DC-3) PROJECT**  
**FOR**  
**CITY OF SCAPPOOSE**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
a corporation duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the City of Scappoose (County of Columbia, State of Oregon) in the sum of \_\_\_\_\_ 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 \_\_\_\_\_, the Principal herein on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into an agreement with the City of Scappoose (County of Columbia, State of Oregon), the Obligee herein, the complete terms and conditions of which are contained in the document entitled "Contract Documents for Dutch Canyon Well (DC-3) Project," all as hereto attached and made a part hereof, whereby the Principal undertakes to do all labor, furnish all equipment, and furnish all material in accordance with all the terms and conditions set forth in the Contract Documents; and promptly to make payment for all labor, services, and material and promptly pay sums due the Industrial Accident Fund and State Unemployment Compensation Fund and all sums required to be paid over to the Department of Revenue pursuant to the Personal Income Tax Act of 1969 as amended; and to save harmless the Obligee from any reason of the work, as set out more fully in the Contract Documents; and to do and perform all things in the Contract Documents required, in the time and manner and under terms and conditions therein set forth; and in conformity with all laws, State and Federal, applicable thereto, including but not limited to the requirements of Oregon Revised Statutes Chapter 279C relating to public contracts, which is hereby made a part hereof as if fully copied herein.

NOW, THEREFORE, if the Principal herein shall in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in the Contract undertaken, and as by law, State and Federal prescribed, then this obligation shall 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) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than the period of time allowed by the applicable State or Federal Regulation after the complete performance of the Contract and final settlement thereof.
- b) The 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
(typed or printed name)

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

Phone: \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
(typed or printed name)

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

Phone: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Resident Agent

Phone: \_\_\_\_\_

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

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

**3.30 PAYMENT BOND**  
**DUTCH CANYON WELL #3 (DC-3) PROJECT**  
**FOR**  
**CITY OF SCAPPOOSE**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
a corporation duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the City of Scappoose (County of Columbia, State of Oregon) in the sum of: \_\_\_\_\_ 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 \_\_\_\_\_, the Principal herein on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into an agreement with the City of Scappoose (County of Columbia, State of Oregon), the Obligee herein, the complete terms and conditions of which are contained in the document entitled "Contract Documents for Dutch Canyon Well (DC-3) Project," all as hereto attached and made a part hereof, whereby the Principal undertakes to do all labor, furnish all equipment, and furnish all material in accordance with all the terms and conditions set forth in the Contract Documents; and promptly to make payment for all labor, services, and material and promptly pay sums due the Industrial Accident Fund and State Unemployment Compensation Fund and all sums required to be paid over to the Department of Revenue pursuant to the Personal Income Tax Act of 1969 as amended; and to save harmless the Obligee from any reason of the work, as set out more fully in the Contract Documents; and to do and perform all things in the Contract Documents required, in the time and manner and under terms and conditions therein set forth; and in conformity with all laws, State and Federal, applicable thereto, including but not limited to the requirements of Oregon Revised Statutes Chapter 279C relating to public contracts, which is hereby made a part hereof as if fully copied herein.

NOW, THEREFORE, if the Principal herein shall promptly pay all persons furnishing labor, services, material, or insurance to the Principal, or to their subcontractors, or to their assigns, on or about the work; and shall save harmless the Obligee, its officers and agents, from all claims therefore; and shall pay all sums due the Industrial Accident Fund, the State Unemployment Compensation Fund and all sums required to be paid over to the Department of Revenue pursuant to the Personal Income Tax Act of 1969, then this obligation shall 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 material men and all persons who shall supply such laborers, mechanics of subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the Principal and Surety on this bond, second only to the right of the Obligee 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 rights of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the

person, firm or corporation instituting such action and of all persons, firms, or corporations having claims hereunder shall have the right to be made a party to such proceeding (but not later than two years after the complete performance of the contract and final settlement and judgment rendered thereon).

- b) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than the period of time allowed by the applicable state or federal regulation after the complete performance of the contract and final settlement thereof.
- c) The 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 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) It is understood and agreed that the surety shall be liable for payment of wages in an amount not less than the applicable prevailing rate of wages as of the date of the bid opening to each and every person who may be employed in the performance of the contract or any part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

PRINCIPAL

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

\_\_\_\_\_

(typed or printed name)

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

Phone: \_\_\_\_\_

\_\_\_\_\_

SURETY

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

\_\_\_\_\_

(typed or printed name)

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

Phone: \_\_\_\_\_

Countersigned:

\_\_\_\_\_

Resident Agent

Phone: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**3.40 MAINTENANCE AND WARRANTY BOND**

**DUTCH CANYON WELL #3 (DC-3) PROJECT**

**FOR**

**CITY OF SCAPPOOSE**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_,

as Principal, and \_\_\_\_\_,

a corporation duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the City of Scappoose (County of Columbia, State of Oregon) in the sum of:

\_\_\_\_\_ 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 \_\_\_\_\_, the Principal herein on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, entered into an agreement with the City of Scappoose (County of Columbia, State of Oregon), the Obligee herein, the complete terms and conditions of which are contained in the document entitled "Contract Documents for Dutch Canyon Well (DC-3) Project," all as hereto attached and made a part hereof, whereby the Principal undertakes to do all labor, furnish all equipment, and furnish all material in accordance with all the terms and conditions set forth in the Contract Documents; and promptly to make payment for all labor, services, and material and promptly pay sums due the Industrial Accident Fund and State Unemployment Compensation Fund and all sums required to be paid over to the Department of Revenue pursuant to the Personal Income Tax Act of 1969 as amended; and to save harmless the Obligee from any reason of the work, as set out more fully in the Contract Documents; and to do and perform all things in the Contract Documents required, in the time and manner and under terms and conditions therein set forth; and in conformity with all laws, State and Federal, applicable thereto, including but not limited to the requirements of Oregon Revised Statutes Chapter 279C relating to public contracts, which is hereby made a part hereof as if fully copied herein.

WHEREAS the Principal has completed the improvements and has applied to the Obligee to accept the improvements and in connection therewith, the Principal has agreed to guarantee the work performed against any and all defects in workmanship and materials for one (1) year from the date of acceptance of the improvements as determined by certification of the City of Scappoose, Oregon, the date of completion being certified as \_\_\_\_\_, 2024. Should corrections in the work be required due to defects in materials and/or workmanship during the one-year period, then as to such corrective work the period shall be extended for and cover to the same extent as if within the original one-year period for an additional one (1) year period from the date of acceptance of the corrective work as certified by the City of Scappoose, Oregon.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall guarantee the work performed under the Contract against any and all defects in workmanship and materials for the period of one (1) year from acceptance of the completed work and any corrective work performed under the



guarantee, as certified by the City of Scappoose, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRINCIPAL

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

\_\_\_\_\_  
(typed or printed name)

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

Phone: \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

\_\_\_\_\_  
(typed or printed name)

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

Phone: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Resident Agent

Phone: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

### 3.50 SELECTION OF RETAINAGE OPTION

WHEREAS, the Contractor either intends to enter or has entered into a certain contract with the City of Scappoose for the Dutch Canyon Well (DC-3) Project. Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by the City for up to thirty (30) days after the project has been accepted by the City in writing. Oregon law (ORS 279C.560) allows specific alternatives for the holding and accounting of this retainage at the option of the Contractor. FAILURE TO EXECUTE AND SUBMIT THIS FORM PRIOR TO PREPARATION OF THE FIRST PROGRESS PAYMENT WILL RESULT IN AUTOMATIC SELECTION OF THE FIRST OPTION.

The Contractor elects the following option in providing for retainage for the above-named project. (Check one only.)

\_\_\_1. The City will withhold payment and invest the retainage with the City investment portfolio. Interest on the account will accrue to the Contractor. Funds in the account will be released to the Contractor within thirty (30) days of acceptance of the project.

\_\_\_2. The Contractor will set up an interest-bearing account in a commercial bank or trust company in \_\_\_\_\_, Oregon \_\_\_\_\_ (name of lending institution) in the name of the City of Scappoose. The City will place the five percent (5%) retainage, withheld from each progress payment, into the interest-earning account. Funds in the account will be under the control of the City and will be released and will be released to the Contractor within thirty (30) days of final acceptance of the project. Interest on the account will accrue to the Contractor.

Bank Contact: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

\_\_\_3. Before the first progress payment is made, the Contractor will deposit acceptable bonds or securities, equal to at least five percent (5%) of the contract amount, with the City or with a bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the City. **The securities must cover all of the retainage.**

Acceptable bonds and securities to be held in lieu of retainage:

1. Bills, certificates, notes, bonds, or other obligations of the United State, its agencies, or its wholly-owned corporations.
2. Indebtedness of the Federal National Mortgage Association.

The Contractor will deposit \_\_\_\_\_

\_\_\_\_\_  
(description of bonds or securities) in the amount of \$\_\_\_\_\_ with  
\_\_\_\_\_ with (depository name and address) on \_\_\_\_\_

(date) and instruct the named depository to provide the City with a safekeeping receipt and to hold the bonds or securities until authorized by the City to release them.

---

Company Name

---

Federal Tax I.D. Number

---

By (Signature)

---

By (Please print)

---

Title

---

Date

#### **4.10 PROJECT INFORMATION**

##### **WORK TO BE DONE**

The Work to be done under this Contract consists of the following in Scappoose, Oregon:

- Installing a pump and pitless adapter in the existing Dutch Canyon Well No. 3.
- Civil, mechanical, and electrical work needed to connect the Dutch Canyon Well No. 3 to the Scappoose Water System.
- Additional and incidental Work as called for by the Specifications and Plans.

##### **APPLICABLE SPECIFICATIONS**

The Technical Specifications that are applicable to the Work on this Project are the City of Scappoose Public Works Design Standards (PWDS) and Standard Detail Drawings, the most recent edition of the American Water Works Association (AWWA) standards (as applicable), Oregon Water Resources Department (OWRD) standards for well construction (OAR 690-200 and 690-210), and/or Technical Specifications for Dutch Canyon Well (DC-3) project. Any conflicts will brought to the attention of the City.

##### **CLASS OF PROJECT**

This is a City of Scappoose Public Works Project.

##### **PROJECT CONTACTS**

Submit written questions to the City Project Manager via email, fax, or letter.

##### **Project Management:**

**Dave Sukau, Public Works Director**

[dsukau@scappoose.gov](mailto:dsukau@scappoose.gov) and (503) 543-8404 ext. 801

##### **Project Consultant:**

**Michael McKillip, PE, Consor,**

[Michael.mckillip@consoreng.com](mailto:Michael.mckillip@consoreng.com) and 503-225-9010

#### **4.20 PREVAILING WAGE RATES**

Oregon Prevailing Wage Rates are hereby incorporated into these specifications.

The Oregon Prevailing Wage Rate publications are incorporated by reference and available on BOLI's website at:

[www.oregon.gov/boli](http://www.oregon.gov/boli)

The applicable publications are:

- July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon
- January 5, 2024 Prevailing Wage Rate Book

A copy of these rules may be requested by calling the Bureau of Labor and Industries directly.

**Bureau of Labor and Industries – (971) 353-2416 or (971) 353-2286 or [pwr.email@boli.oregon.gov](mailto:pwr.email@boli.oregon.gov)**

## **PART 5.0 – TECHNICAL SPECIFICATIONS**