
City of Coos Bay

Coos County, Oregon

CONTRACT DOCUMENTS

Bidding Forms, Contract Forms, Etc.

FOR THE CONSTRUCTION OF:

Wastewater Treatment Plant #1, Outfall Repair



August, 2010

City Project No. 09/10-007

CW Project No. 1201-021

Civil West

Engineering Services, Inc.



Prepared By:

Civil West Engineering Services, Inc.

486 E Street • Coos Bay, Oregon 97420 • Ph. 541.266.8601, Fax 541.266.8681 • www.civilwest.com

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Bid Document Contents:

- Invitation for Bids
- Instruction to Bidders
- Performance Bond
- Payment Bond
- Bid Form
- Bid Bond
- Proposed Subcontractor List
- Non-Collusion Affidavit
- Agreement for Contracted Services

INVITATION FOR BIDS

Sealed bids for the construction of the Wastewater Treatment Plant #1, Outfall Repair for the City of Coos Bay, Coos County, Oregon (Owner) will be received by Carl Nolte, City Engineer, at City Hall, located at 500 Central Avenue, Coos Bay, OR 97420, until **2:00 p.m., September 8th, 2010**. Bids will be opened publicly and read aloud immediately following the specified closing time. Subcontractor declarations must be submitted to the above-mentioned City representative no later than **4:00 p.m. on September 8th, 2010**.

The work under this Contract is for public work and shall substantially complete in **60** days after issuance of Notice to Proceed. A brief description of the scope of work for each Schedule is provided below:

Basic Bid – Wastewater Treatment Plant #1, Outfall Repair

The work under this contract shall include, but not be limited to, slip-lining an existing 42" pipe with 180 l.f. of new 36" HDPE pipe, installing an HDPE diffuser with piling supports and installing 3 water-tight manhole rims and covers on existing manholes.

All pre-Bid questions shall be submitted in writing no later than 24 hours prior to bid opening and shall be directed to the project Engineer; Matt Wadlington, Civil West Engineering Services, Inc.

Bidding documents may be examined at the office of Civil West Engineering Services, Inc. at the following location: (Note: Contact Engineer's office to purchase plans)

Engineer's Office: 486 E Street
Coos Bay, OR 97420
(541)266-8601
(541)266-8681 fax

Documents can also be examined at the following location(s):

Coos Bay City Hall, 500 Central Ave, Coos Bay, OR 97420
And on-line at: <http://www.coosbay.org>

Bidders must purchase Bidding Documents from the Engineer and be listed on plan holders list to bid. One copy of the Bidding documents, including specifications and drawings, may be obtained from the Engineer's design office with a non-refundable payment of **\$55.00** per set payable to Civil West Engineering Services, Inc.

A **MANDATORY** pre-bid conference will be held on August 24th, 2010 at 2:00 at City Hall.

Bids will be received as a combination of unit price and lump sum bid items. No bid will be considered unless fully completed and shall be submitted intact as the Bid (intact is further defined as "bound in the original binding, in the original order and with all of the original contents") and shall be accompanied by a bid security executed in favor of the Owner in the amount not less than 10% of the total amount of the bid. Bid security is to be forfeited as fixed and liquidated damage should the bidder neglect or refuse to enter into a contract and provide suitable insurance certificates, bond and other required documents for the faithful performance of the work in the event bidder is awarded the contract.

All bidders must be "equal opportunity employers" and comply with the appropriate provisions of state and federal law. In addition, all bidders are required to comply with ORS 656.017 regarding workers' compensation. Bidder, Contractor, and Subcontractors are required to be registered with Construction Contractors Board. Bidder, Contractor and Subcontractors are not required to be licensed under ORS 468A.720 for asbestos abatement.

Pursuant to ORS 279C.505(2), all Bidders must certify with their bids that they have an employee drug-testing program in place. If awarded a contract, Bidder must provide proof of such drug-testing program when executed Agreements are returned to Owner.

Each Bidder must submit a subcontractor list to the Owner within two working hours of the time for receipt of bids in accordance with ORS 279C.370 (3) and OAR 137-049-0360.

This contract is for public work and is subject to ORS 279C.800 to 279C.870. Prevailing wage rates for public works' contracts in Oregon are required for this project. No bid will be received or considered by the Owner unless the bid contains: 1) a statement that bidder will comply with the provisions of ORS 279C.840; 2) a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120. The wage rates applicable to this contract are as published in the **January 1, 2010 Prevailing Wage Rate Book** as issued by the Oregon Bureau of Labor and Industry (BOLI). The referenced publication(s) may be obtained electronically at www.oregon.gov/boli.

Before starting work, the contractor and every subcontractor employed under this contract is required to have a public works bond filed with the Construction Contractors Board, in accordance with ORS 279C.830 (3), unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8), or (9).

Upon award of this contract, the Owner is required to pay a fee to the BOLI Prevailing Wage Rate Unit in accordance with ORS 279C.830 (2) and OAR 839-025-0200. The amount of the fee shall be one tenth of one percent (.001) of the contract price; however, the fee must be no less than \$250 or more than \$7,500 regardless of the contract price.

The Owner may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the Owner that it is in the public interest to do so. No bidder may withdraw or modify a bid after the hour set for the receipt of bids, and thereafter until the lapse of 70 days after the bid opening.

Dated this 9th day of August, 2010.

By order of: Mr. Rodger Craddock

Title: City Manager

Published:

The World
Coos Bay, OR

Daily Journal of Commerce,
Oregon

August 9th, 2010

INSTRUCTION TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. **General Conditions** – Section 00 72 00 of the City of Coos Bay, Part 3 – Construction Specifications (Draft). Document is available from the City of Coos Bay at:
http://www.coosbay.org/cb/departments/documents/Draft-EngDesign-ConstStandards-Combined_000.pdf
- B. **Bidder**--The individual or entity who submits a Bid directly to OWNER.
- C. **Issuing Office**--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. Unless otherwise stated, the Issuing Office will be the office of the ENGINEER.
- D. **Contract and Bidding Documents** – Includes all material bound herewith, together with any materials referenced herein including Bid Forms, Contract Documents, Bonds, etc.
- E. **Responsive Bidder** – A Bidder who fully complies with the requirements and instructions in the Bidding Requirements and who fully completes all forms and other requested information.
- F. **Successful Bidder**--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit on Bidding Documents is non-refundable.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 All bidders must have a current and valid Contractor's license in the state where the project is being undertaken.

3.02 Bidders must pre-qualify for this project.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

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- A. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents include the following:
 - B. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
 - C. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 3.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or other.

4.03 Hazardous Environmental Conditions

- A. Those reports and drawings relating to a Hazardous Environmental Condition identified at the Site that ENGINEER has used in preparing the Bidding Documents include the following:
 - 1. None
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in paragraph 3.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 3.02, 3.03, and 3.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 3.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 6 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

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- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified herein as provided in paragraph 3.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified herein as provided in paragraph 3.06 of the General Conditions;
 - E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary 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, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by 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;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for 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;
 - G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. 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;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 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 ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER 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.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A **MANDATORY** pre-bid conference will be held on August 24th, 2010 at 2:00 at City Hall.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing at least ten (10) calendar days prior to the receipt of bids. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.03 No addenda will be issued later than five (5) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

7.04 Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of work may be answered by the ENGINEER up to the date of the bid opening. No written responses will be made for these items.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of ten (10) percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (attached in Section 00431) issued by a surety meeting the requirements of paragraphs 4.01 and 4.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to furnish the required Contract Attachments and to execute and deliver the Agreement as specified in Article 20 and 21 of these Instructions to Bidders, OWNER may annul the Notice of Award and the Bid security of that Bidder will be Forfeited.

8.03 The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER during the period that the Bid remains open whereupon Bid Security furnished by such Bidders will be returned.

8.04 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 -LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 5.05 of the General Conditions,

or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. Request for ENGINEER’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids.

11.02 No substitution of materials, equipment, or methods for those specified will be allowed prior to bid opening on this project. Substitutions may be allowed after the effective date of the Agreement. All provisions set forth in paragraph 5.05 "Substitutes and Or-Equals" of the General Conditions as well as the applicable sections of the Technical Specifications concerning the requirements and conditions of substitution approval shall be followed.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidder shall list subcontractors on the Proposed Subcontractor List, sign and submit the completed form to OWNER within two working hours of the time and at the place for receipt of Bids as identified in the Advertisement for Bids. Criteria for listing subcontractors and suppliers are as follows:

- A. Only public improvement projects with a total contract value in excess of \$100,000 are required to list first tier subcontractors.
- B. Only first tier subcontractors need to be listed.
- C. Any first tier subcontractor that will be furnishing labor or labor and materials on the Bid, if awarded, whose subcontract value would be equal to or greater than:
 1. Five percent of the total Bid amount, but at least \$15,000; or
 2. \$350,000, regardless of the percentage of the total Bid amount.
- D. If there are no subcontractors who meet the criteria stated 12.01 A, B and C above, Bidder must state “none” on the form provided and submit it to OWNER as stated in 12.01 above.
- E. The Proposed Subcontractor List form must be submitted separately. The form may be submitted with the bid or anytime within two working hours of the bid submittal time.
- F. Failure to submit the Proposed Subcontractor List in accordance with the instructions in this Article 12 will result in the Bid being rejected as non-responsive.

12.02 Due to the specialized nature of the project, a subcontractor may be allowed to undertake a value of work that exceeds 50% of the total Bid Amount.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered. Any interlineations, alteration or erasure on the Bid Form must be initialed by the signer of the Bid.

13.02 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. If required by State where work is to be performed,

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.

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

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

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

13.06 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 must be shown below the signature.

13.07 All names shall be typed or printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.09 The address and telephone number for communication regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis or lump sum for each item of Work listed on the Bid Form. The Total Bid will be considered as the total bid amount for the project.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. 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.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents found bound herein and includes all Bid Forms, Bid Security, and Supplements to Bid Forms completed as instructed and required. All Bidding Documents shall be submitted **intact** as the Bid. (Intact is further defined as "bound in the original binding, in the original order, and with all the original contents.")

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope

plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed as stated in the Invitation to or Advertisement for Bids.

15.03 Oral, telephonic, telephonic facsimile (FAX) or telegraphic bids are invalid and will not be accepted or receive consideration.

15.04 Bids received after the time indicated in the Invitation to or Advertisement for Bids will not be accepted for receive consideration.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 No bidder may withdraw or modify its bid after the time set for the receipt of bids, and thereafter during the period the bids remain open.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within a reasonable amount of time after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER 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.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider 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.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Operating costs, maintenance costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the OWNER.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.06 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

19.07 If the Contract is to be awarded, OWNER will award the Contract to the responsible Bidder whose total Bid, conforming to all material terms and conditions contained in these bidding documents is lowest, price and other factors considered. For projects with multiple schedules of work, separate Contracts will be awarded for each schedule. A Bidder may submit a Bid for any or all schedules. A Contract for multiple schedules may be awarded to a single Bidder if the Bid submitted is the lowest responsible Bid for each separate schedule.

19.08 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 60 calendar days of the Bid opening.

19.09 Any protest of award must be filed with the OWNER within five (5) calendar days after the bids are opened and read.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 4 of the General Conditions sets forth OWNER's requirements as to Performance Bond and Payment Bond. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

20.02 Article 4 of the General Conditions sets forth insurance requirements. When the successful Bidder returns the executed Agreement to OWNER for OWNER signature, it shall be accompanied by certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the General Conditions. On return of the signed Agreement to CONTRACTOR, OWNER shall deliver any certificates of insurance which OWNER is required to purchase and maintain in accordance with the General Conditions.

20.03 When the successful Bidder returns the executed Agreement to OWNER for OWNER's signature, it shall be accompanied by proof that successful Bidder has an employee drug testing program in place. Such proof may include a copy of the successful Bidder's adopted policy or program for employee drug testing.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification. The date of the OWNER'S signature will become the effective date of the agreement unless another effective date is agreed to by all parties.

ARTICLE 22 - SALES AND USE TAXES AS REQUIRED

22.01 Compliance with ORS 279C.840 and payment of prevailing wage rates is a requirement of this Contract. Requirements are further defined in the General Conditions.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
<Insert Contractor Name & Address>

SURETY (Name and Address of Principal Place of Business):

OWNER:
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

CONTRACT

Date:

Amount: <Insert Amount of Contract>

Description: Slip-lining an existing 42" pipe with 180 l.f. of new 36" HDPE pipe, installing an HDPE diffuser with piling supports and installing 3 water-tight manhole rims and covers on existing manholes.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER:

City of Coos Bay
500 Central Avenue, Coos Bay, OR 97420

CONTRACT

Effective Date of Agreement:
Amount:

Description (*Name and Location*): Coos Bay Wastewater Treatment Plant #1 Outfall Repair, Coos Bay, OR

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2)

first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative: **Civil West Engineering Services, Inc.; 486 E St., Coos Bay, OR 97420; 541-266-8601**

BID FORM

PROJECT IDENTIFICATION:

WASTEWATER TREATMENT PLANT #1, OUTFALL REPAIR

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO: Mr. Carl Nolte, City Engineer
Public Works and Development
City of Coos Bay
500 Central Avenue
Coos Bay, Or. 97420

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 70 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) as provided in Article 3 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, as provided in Article 3 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary 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, or performance of the Work or which relate to any aspect of the

means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated 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.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will comply with the applicable provisions of ORS 279C.840 and with the provisions in the Supplementary General Conditions relating to the payment of prevailing wage rates.

_____ By initialing this space, the Bidder hereby certifies that he or she has not
(initial)
discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

The Bidder hereby certifies that it is a resident Bidder as defined in ORS 279A.120, of the State of

(State name)

N. Pursuant to ORS 279C.505 (2), the Bidder hereby certifies that it has an employee drug testing program in place and if awarded a contract will provide proof of such program when executed Agreements are returned to OWNER.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Basic Bid – Wastewater Treatment Plant #1, Outfall Repair

Bidder will complete the Basic Bid Work in accordance with the Contract Documents for the following price(s):

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Unit Price Written	Total Price (\$)
1	Mobilization, Bonds and Insurance	LS	1			
2	Traffic Control	LS	1			
3	Demolition and Site Preparation	LS	1			
4	Watertight, Bolted Manhole Frame & Cover and Concrete Collar	Ea	3			
5 a	Sinkhole Repair, Manhole Excavation	CY	100			
5 b	Sinkhole Repair, Waterplug, O.A.E., concrete repair	lb	10			
5 c	Sinkhole Repair, Pavement Removal and Replacement	SF	500			
6 a	HDPE Pipe, 36" (DR 17)	LF	180			
6 b	HDPE Pipe, 42" (DR 17)	LF	20			
6 c	HDPE Pipe, Diffuser Assembly	LS	1			
7	Piling	Ea	7			
8 a	24" HDPE Hanger	Ea	4			
8 b	36" HDPE Hanger	Ea	1			
8 c	42" HDPE Hanger	Ea	2			
9	Site Cleanup & Restoration	LS	1			

TOTAL BASIC BID \$ _____ **\$** _____
 (use figures) (use words)

Authorized Signature: _____

Date: _____, 2010

Title: _____

5.02 Unit Prices have been computed in accordance with Article 10 of the General Conditions.

5.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the contract Documents.

5.04 The basis of award of the Contract will be to the lowest responsive and responsible Bidder for the project provided such action is in the Owners best interest.

5.05 Identity of the successful Bidder may not specifically be determined at the time of opening of the Bids. The Owner reserves the right to evaluate all options and obtain the opinion of the council and the Engineer on the legality and sufficiency of all bids.

5.06 Any protest of award must be filed with the Owner within five (5) calendar days from the receipt by fax of the notification of Intent to Award.

6.00 Time of Completion

6.01 Bidder agrees that the Work under the Basic Bid will be substantially complete within **60** calendar days after the date when the Contract Time commences to run as provided in Article 1 - of the General Conditions, and completed and ready for final payment in accordance with the General Conditions.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages, in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.

7.00 Attachments to This Bid

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of Bid Bond or as otherwise stipulated by Owner;
- B. Proposed Subcontractor list (to be submitted in accordance with Article 12 of the Instructions to Bidders);
- C. Bidder's Prequalification Form (Submitted prior to bid or on file with OWNER as directed in the Instructions to Bidders)
- D. Non Collusion Affidavit
- E. City of Coos Bay Business License Application (if not currently held by Contractor)

8.01 Communications concerning this Bid shall be addressed to the BIDDER indicated below.

9.01 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

BIDDER is in compliance with the requirements of and is registered and bonded with the State of Oregon Construction Contractor's Board as follows:

- Registered Classification: _____
- Registration No: _____
- Expiration Date: _____
- Employer's Tax ID No: _____

SUBMITTED ON _____, 20 _____

10.01 Bidder to affix signatures below under the appropriate organization.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

SEAL,
if required
by State

Doing business as: _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____
(Signature of Corporate Secretary)



Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

SEAL,
if required
by State

Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

SEAL,
if required
by State

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420**

BID

Bid Due Date: August 31, 2010

Project: Slip-lining an existing 42" pipe with a new 36" HDPE pipe, installing an HDPE diffuser and installing water-tight manhole rims and covers on existing manholes.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

_____)
(Words)

_____)
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NON-COLLUSION AFFIDAVIT

Contract Bid No. _____

STATE OF _____)

County of _____)

I state that I am _____ of _____
(Title) (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) That 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, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive 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 non-competitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency 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, except as described on the attached appendix.
(Name of Firm)

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Owner 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 Owner of the true facts relating to the submission of bids for this Contract.

(Name/Position)

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public for _____

My Commission Expires:

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

THIS AGREEMENT FOR CONTRACTED SERVICES (the "Contract") is made as of the _____ day of _____, 20__, by and between the **CITY OF COOS BAY**, with offices located at **500 Central Avenue, Coos Bay, Oregon 97420** (the "OWNER") and _____ a (insert State of Incorporation) _____ Corporation, with offices located at _____ (the "CONTRACTOR") (Owner and Contractor hereinafter collectively referred to as the "Parties").

ARTICLE 1 -- Work: Contractor shall complete all Work as specified and/or included in ATTACHMENT 'A'. All provisions of this contract supersede any items listed on the proposal submitted by the contractor. The contractor shall perform all work in accordance with applicable specifications, i.e., latest version of APWA/ODOT, State of Oregon Building Code, City Engineering Standards and City Ordinance.

ARTICLE 2 -- Effective Date and Duration: This Contract shall become effective upon the date of the last signature. No services shall be performed prior to this Contract Execution Date. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured or the breach of any Contractor warranty.

ARTICLE 3 -- Statement of Work: The Contractor will furnish all materials, supplies, labor, equipment, tools, and other services necessary for the construction and completion _____, as provided in these Contract Documents.

ARTICLE 4 -- Contract Price: The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of \$XXXXXXXX (**XXXX Thousand XXXX Hundred XXX Dollars and No Cents**) unless this Contract Price is modified by an executed change order. The Owner agrees to pay the Contractor in the manner and at such times as set forth in the City of Coos Bay General Conditions, unless otherwise modified by written agreement of the parties

ARTICLE 5 -- Contract Period: The Contractor will commence the work required by this Contract within ten (10) calendar days after the date of the Contractor's receipt of the Notice to Proceed, and will complete the work within **45** calendar days following the date of receipt of the Notice to Proceed, unless the Contract Period is extended or otherwise modified by written agreement of the parties.

ARTICLE 6 -- Liquidated Damages: In event the Contractor fails to complete the work on or before the Contract Expiration Date, for each and every day the work contemplated under this Contract remains uncompleted beyond the Contract Expiration Date, the Contractor shall pay to the Owner the sum of \$250.00 per calendar day as liquidated damages and not as a penalty. This sum may be deducted from money due or to become due to Contractor as compensation under this Contract.

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

ARTICLE 7 -- Payment to Oregon Bureau of Labor and Industries Pursuant to ORS 279C.825(2): If this Contract is a public works contract subject to ORS 279C.800 to 279C.870, Owner shall pay a fee equal to one-tenth of one percent (.1%) of the Contract Price, but not less than \$250 nor more than \$7,500 regardless of the Contract Price, to the Oregon Bureau of Labor and Industries at the following address:

Oregon Bureau of Labor and Industries
Wage and Hour Division, Prevailing Wage Unit
800 NE Oregon St. #32
Portland, OR 97232

The fee shall be paid at the time the Owner executes this Contract. Within 30 days of issuing the final progress payment, the Owner shall recalculate and adjust fees based on the final Contract price including all change orders and other Contract price adjustments, in accordance with OAR 839-025-0210.

ARTICLE 8 -- Tax Compliance. By its signature on this Contract, Contractor hereby certifies that it is not in violation of any Oregon tax law. For the purpose of this certification, "Oregon tax laws" includes, but may not be limited to, ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

ARTICLE 9 -- Access to Records: For not less than three (3) years after the Contract Expiration Date, the Owner, the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, this Contract, or any part thereof, becomes the subject of or is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to the Owner in preparation for and during litigation.

ARTICLE 10 -- Funds Available and Authorized: Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance costs of this Contract within the Owner's current appropriation or expenditure limitation.

ARTICLE 11 -- Indemnity: Contractor shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the errors, omissions, negligence or willful misconduct of Contractor or his employees, subcontractors, or agents under this contract.

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

ARTICLE 12 -- Insurance:

12.1 -- Contractor shall procure and maintain, at its own expense, insurance coverage equal to or greater than the following for minimums:

<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 1,000,000

Commercial General Liability (including contractual liability. Fire property damage & Contractors Pollution coverage as applicable)

General Aggregate (per project) (provide form CG 2503 05/09 or equivalent)	\$ 2,000,000
Products-Comp/OP Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage's where applicable

Umbrella/Excess Insurance

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 2,000,000

Automobile Liability (including coverage on all owned, non-owned, hired autos) \$1,000,000 per occurrence (C.S.L.)

12.1.1. -- Should the Contractors Umbrella/Excess Insurance coverage combined with CGL coverage not equal or exceed the minimum combined coverage shown coverage must be increased to equal or exceed the minimum total coverage limits shown. If the Contractor does not have Umbrella/Excess Insurance coverage, the Commercial General Liability and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

12.1.2. -- Contractor shall provide Owner with a certificate(s) and endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the Owner. Such certificate(s) and endorsement(s) shall name Owner as an additional insured under Contractor's commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Contractor shall provide Certificate of Insurance(s) & Endorsement(s), which will be a part of this Contract.

12.1.3. -- Insurance Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City of Coos Bay. The City of Coos Bay reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

ARTICLE 13 -- Successors & Assignments: After the original Contract is executed, the Contractor shall not enter into any new subcontractor agreements for any of the work required under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the Owner. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

ARTICLE 14 -- Compliance with Applicable Law: Contractor certifies that it will comply with all federal, state and local laws, ordinances and regulations applicable to this Contract, including, but not limited to all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, as well as all local ordinances and regulations pertaining to public contracting. Without in any manner limiting the foregoing, Contractor agrees that the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, ORS 279C.505, 279C.515, 279C.520 and 279C.530, shall apply to the Contract, to the extent that such statutes are not inconsistent with local ordinances and regulations pertaining to public contracting. Further, that ORS Chapter 656, ORS 979.350 and/or USC Section § 276A, apply to Contractor's performance under this Contract."

ARTICLE 15 -- Prevailing Wage: The Contractor certifies, and it shall be a condition of the Contractor's bond as provided by ORS 279C.800-279C.870, that in performing this Contract the Contractor will pay and cause to be paid not less than the prevailing wages as of the date of the bid, per hour, per day, and per week, for each and every person who may be employed in the performance of this Contract.

ARTICLE 16 -- Severability: The parties agree that if any term or provision of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

ARTICLE 17 -- Waiver: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Contract. The failure of the Owner to enforce any provision of this contract shall not constitute a waiver by the Owner of that or any other provision.

ARTICLE 18 -- Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon. Should any litigation be brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements at trial and upon appeal. Should any dispute over the terms and conditions of this contract result in mediation or arbitration, any attorney's fees and costs incurred in such mediation or arbitration shall be paid by the party incurring such fees and costs.

ARTICLE 19 -- Merger. This Contract, which includes all Contract Documents as defined herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Contract, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it and agrees to be bound by its terms and conditions.

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

_____, an (insert State of Incorporation) _____ Corporation (hereinafter “**Contractor**”) agrees to provide the following Work (hereinafter “Base Contract”) for **CITY OF COOS BAY** (hereinafter “**Owner**”), in accordance with the terms and conditions of the Contract, dated _____, 20____, all of which terms and conditions are incorporated herein by reference:

Part ‘A’ -- Original Request for Services:

Part ‘B’ – Contractor Proposal and Bid:

Part ‘C’ -- Project Schedule:

(The Contractor shall attach a Project Schedule to Part ‘C’, which will become a part of this Contract)

Part ‘D’ -- List of Sub contractors:

(The Contractor shall attach a List of Subcontractors to Part ‘D’, which will become a part of this Contract)

Part ‘E’ – Performance & Payment Bond:

(The Contractor shall attach the Performance & Payment Bond to Part ‘E’, which will become a part of this Contract)

Part ‘F’ – Certificate of Insurance:

(The Contractor shall attach all Certificate of Insurance(s) & Endorsement(s) to Part ‘F’, which will become a part of this Contract)

Part ‘G’ – Technical Specifications:

Part ‘H’ – City of Coos Bay Change Order Form:

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

**PART 'A'
ORIGINAL REQUEST FOR SERVICES**

ORIGINAL

ORIGINAL

PART 'B'
CONTRACTOR PROPOSAL & BID

PART 'C'
PROJECT SCHEDULE

(The Contractor shall attach a Project Schedule to Part 'C', which will become a part of this Contract)

ORIGINAL

ORIGINAL

PART 'D'
PROJECT SCHEDULE

(The Contractor shall attach a List of Subcontractors to Part 'D', which will become a part of this Contract)

PART 'E'
PERFORMANCE & PAYMENT BOND

(The Contractor shall attach the Performance & Payment Bond to Part 'E', which will become a part of this contract)

PART 'F'
CERTIFICATE OF INSURANCE(S) & ENDORSEMENT(S)

(The Contractor shall attach all Certificate of Insurance(s) & Endorsement(s) to Part 'F', which will become a part of this Contract)

ORIGINAL

PART 'G'
TECHNICAL SPECIFICATIONS

Technical Specifications:

1) MOBILIZATION

Per Oregon Standard Specifications for Construction, Section 00210.

2) TRAFFIC CONTROL

Per Oregon Standard Specifications for Construction, Section 00225.

3) DEMOLITION & SITE PREPARATION

A. General

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the removal and disposal of the existing diffuser section and the cleaning of the existing 42" CMP and other items or improvements of manmade origin, in accordance with the Plans and these Specifications.
 - a. Cleaning Existing 42" CMP
The existing 42" CMP has sediment which must be removed from the last manhole to the bay terminus prior to installation of lining pipe. The volume of sediment is estimated at 8.5 cubic yards as determined from a pipe sonar inspection and is mostly 1" minus gravel. A copy of the inspection is available upon request from the Project Engineer.
 - b. Removing Existing Diffuser Section
An existing 42" CMP diffuser section is detached from the existing pipe and is lying on the bottom nearby. The diffuser section is approximately 40 feet long and is attached to the dock piling with a cable. Removal and disposal of this existing diffuser section is required as part of this contract.
2. The removal work described herein does not include the removal or disposal of items or improvements designated to remain.
3. All costs associated with the hauling, disposal and permits as required for the disposal of excavated material shall be the responsibility of the Contractor.
4. The area in which removal work, under these Specifications, is to be performed shall be confined to the minimum dimensions and area, within the public right-of-way or easements, which will permit proper construction of the proposed improvements, or as otherwise indicated.

B. Execution - Workmanship

1. Contractor shall completely remove or replace all improvements and/or facilities damaged or destroyed by the Contractors operations.
2. Existing structures which may be disturbed shall be carefully removed, then replaced or relocated as required during construction. It is the responsibility of the Contractor to protect and maintain the structures until final acceptance of the project.
3. All items and materials designated to remain shall be protected against damage as required. Damage to items or materials not intended for removal shall be repaired promptly by the Contractor to the satisfaction of the affected property owner. If the Engineer determines it necessary, repairs shall consist of complete replacement of the affected items or materials. All such repairs and replacements shall be made by the Contractor without compensation.

4. Disposal of Materials

- i. All materials, except those determined by the Engineer to be reusable, shall become property of the Contractor at the place of origin and shall be disposed of by the Contractor in conformance with all laws, regulations and rules legally imposed on such activities.
 - ii. Materials shall not be disposed of on City owned or City controlled lands except by written permission of the City, and if so permitted, the materials shall be placed only at such locations and in such manner as the City may direct. Materials may be disposed of on private properties only with written permission of the property owner(s) involved, and with copies of the agreement furnished to the City and Engineer.
5. Excavations resulting from the removal of structures and/or obstructions shall be backfilled and compacted in accordance with the requirements of the City of Coos Bay Construction Specifications (Draft), Division 31.

C. Payment:

Payment for the removal and disposal of the existing diffuser section and the cleaning of the existing 42” CMP shall be made on a lump sum basis for the amount stated on the Bid Form for Demolition and Site Preparation.

4) WATERTIGHT, BOLTED MANHOLE FRAME AND COVER AND CONCRETE COLLAR

A. Watertight and bolted manhole frame and cover

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the removal and disposal of the existing manhole frames and covers and installation of new frames and covers in accordance with the Plans and these Specifications.
2. Frame and Cover installation shall conform to the City of Coos Bay Construction Specifications (Draft), Division 33, Section 33 39 00.
3. The removal work described herein does not include the removal or disposal of items or improvements designated to remain.
4. All costs associated with the hauling, disposal and permits as required for the disposal of excavated material shall be the responsibility of the Contractor.
5. The area in which removal work, under these Specifications, is to be performed shall be confined to the minimum dimensions and area, within the public right-of-way or easements, which will permit proper construction of the proposed improvements, or as otherwise indicated.

B. Concrete Collar

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the saw cutting and removal and disposal of the existing pavement and for the installation of concrete collars in accordance with the Plans and these Specifications.
2. Installation of the concrete collars shall conform to the City of Coos Bay Construction Specifications (Draft), Division 03.

C. Execution - Workmanship

1. Contractor shall completely remove or replace all improvements and/or facilities damaged or destroyed by the Contractors operations.

2. Existing structures which may be disturbed shall be carefully removed, then replaced or relocated as required during construction. It is the responsibility of the Contractor to protect and maintain the structures until final acceptance of the project.
3. All items and materials designated to remain shall be protected against damage as required. Damage to items or materials not intended for removal shall be repaired promptly by the Contractor to the satisfaction of the affected property owner. If the Engineer determines it necessary, repairs shall consist of complete replacement of the affected items or materials. All such repairs and replacements shall be made by the Contractor without compensation.
4. Disposal of Materials
 - iii. All materials, except those determined by the Engineer to be reusable, shall become property of the Contractor at the place of origin and shall be disposed of by the Contractor in conformance with all laws, regulations and rules legally imposed on such activities.
 - iv. Materials shall not be disposed of on City owned or City controlled lands except by written permission of the City, and if so permitted, the materials shall be placed only at such locations and in such manner as the City may direct. Materials may be disposed of on private properties only with written permission of the property owner(s) involved, and with copies of the agreement furnished to the City and Engineer.
5. Excavations resulting from the removal of structures and/or obstructions shall be backfilled and compacted in accordance with the requirements of the City of Coos Bay Construction Specifications (Draft), Division 31.

C. Payment:

Payment for the watertight, bolted manhole frames and covers and the concrete collars shall be made on a per manhole basis for the amount stated on the Bid Form for “Watertight, Bolted Manhole Frame & Cover and Concrete Collar”.

5) SINKHOLE REPAIR

A. General

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the repair of an existing sinkhole adjacent to the manhole in the Coast Guard parking lot, more specifically as follows:
 - a. EXCAVATE around the existing manhole to determine the cause of the sinkhole. Work shall be done according to the City of Coos Bay Construction Specifications (Draft), Division 31. Excavation shall be as small as possible to determine cause of sinkhole.
 - b. REPAIR the cause using BASF Materseal 590 (WATERPLUG), or approved equal. Repair shall be such that water cannot leak into or out of the manhole or pipe system. Contractor shall coordinate with the City to approve repair prior to backfilling the excavation.
 - c. BACKFILL the excavation according to the City of Coos Bay Construction Specifications (Draft), Division 31.
 - d. REPAVE the area disturbed by excavation to match existing pavement according to the following specifications

- i. Where construction operations require the removal of pavements, flatwork or structures, bituminous pavements or portions thereof, the area to be removed shall be neatly sawcut.
 - a. The Contractor shall be responsible for protecting and maintaining the sawcut edges during construction. In addition, the Contractor shall anticipate performing additional sawcuts along existing pavement and concrete edges where construction activities may impact the edges.
 - b. Just prior to placement of hot ac pavement or new concrete surfaces final sawcuts shall be made 6-inches outside the limits of the original sawcut to a depth of 1½-inches, or deeper as required, to permit the removal of material without damage to adjoining portions of structures to be left in place. All cuts shall be clean, vertical cuts made true to lines designated or approved by the Engineer.

B. Payment

1. Payment for the sinkhole repair shall be as follows;
 - a. EXCAVATION of the area around the manhole shall be paid on per cubic yard of material excavated and shall include the removal AND BACKFILL of the excavation.
 - b. REPAIR of the cause of the sinkhole shall paid on a per dry pound basis of WATERPLUG, O.A.E.
 - c. PAVEMENT REMOVAL AND REPLACEMENT of the area excavated shall be paid per square foot of pavement removed and replaced and shall include both the removal and disposal of existing pavement and the installation of new pavement.

6) HDPE PIPE

A. General

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the HDPE liner and diffuser section.

B. Materials

1. Pipe:
 - a. Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350-06 with a cell classification of PE:345464C. Pipe shall have a manufacturing standard of ASTM F714. Pipe shall be DR 17 (100psi WPR) unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material.
 - b. Joining HDPE pipe shall be accomplished using butt fusion welding and shall be performed in strict accordance with the pipe manufacturer's recommendations.
 - c. The liner must extend at least 8" into the manhole prior to grouting and then shall be trimmed flush with manhole.

2. Fittings:

- a. Butt Fusion Fittings - Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99. Butt Fusion Fittings shall have a manufacturing standard of ASTM D3261. Molded & fabricated fittings shall have the same pressure rating as the pipe unless otherwise specified on the plans. Fabricated fittings are to be manufactured using a Data Logger. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records.
- b. Flanged Adapters - Flanged Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D-3350. Flanged Adapters shall have a manufacturing standard of ASTM D-3261. Fittings shall have the same pressure rating as the pipe.

3. Duckbill Diffuser Valves:

- a. Duckbill Diffuser valves shall be 12” inch, Series 35W, HYDRAULIC CODE NUMBER 3258 as manufactured by the Red Valve Co., Inc. of Carnegie, PA 15106, or approved equal.
- b. The pre-approved manufacturer of these duckbill nozzles is Tideflex Technologies / Red Valve Company, 700 N. Bell Ave., Carnegie, PA 15106, (412)-279-0044. Alternate manufacturer’s must be pre-approved by the Engineer, the Contractor shall submit to the Engineer at least five days prior to the bid date a reference submittal package as defined in Article 11 of the Instructions to Bidders, showing that the alternate manufacturer can comply with the scope, performance and general intentions of this specification.

4. Grout:

- a. Grout used to seal the annular space shall be designed and specified by the specialty contractor performing the liner process. The grout shall be cementitious and of adequate slump and consistency to easily pump into the annulus and fill the void between the existing pipe and the new liner.
- b. The grout seal shall seal all water out from the annulus and prevent the migration of water along the conduit
- c. The Contractor shall be responsible to provide and design all materials, methods, and practices for installing the grout seal. All tubing, pumps, plugs, and other appurtenances will be of the design of the Contractor.
- d. The Contractor shall submit a plan to the Engineer detailing his plan for lining the existing pipe and grouting the annulus.
- e. The liner pipe shall be allowed to relax and come to thermal equilibrium before sealing the annular space between the liner and the existing sewer pipe at the manhole.

C. Payment

1. Payment for the HDPE Pipe shall be as follows;

- a. 36” HDPE PIPE shall be paid per installed linear foot and shall include furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the 36” HDPE Pipe. Included in this pay item is the GROUTING of the annulus for that portion of the pipe which is installed within the existing 42” CMP.

- b. 42" HDPE PIPE shall be paid per installed linear foot and shall include furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the 42" HDPE Pipe.
- c. HDPE DIFFUSER ASSEMBLY shall be paid on a lump sum basis and shall include furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the diffuser section. The diffuser section shall be identified as all of the pipe sections and duckbill diffuser valves which are past the 42" HDPE flange connection shown on the construction plans.

7) PILING

A. General

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the 12" Steel Piles.

B. Materials

1. Piling shall be 12" diameter and 3/8" minimum wall thickness Steel.
2. The material in still piles shall be structural steel meeting the requirements of ASTM A 36 AND A 252. The minimum yield point shall be 35,000 psi grade B.

C. Installation

1. Location of Piles shall be confirmed by Project Engineer prior to driving.
2. Piles shall be driven using a vibratory hammer.
3. During pile driving, an air bubble curtain must be used which will distribute small air bubbles around 100% of the piling perimeter for the full depth of the water column.
4. Piles to be driven to a minimum length of 35 feet, unless otherwise approved by the Engineer.
5. Piles shall be driven to an appropriate depth or shall be cut off at an appropriate elevation such that the pile extends 3" – 6" above the top of the installed HDPE Hanger.

D. Payment

1. Payment for the Piling shall be per pile driven and shall include furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the piles.

8) HDPE PIPE HANGERS

A. General

1. Work in this section includes the furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the HDPE hangers.

B. Materials

1. Hangers shall be constructed from steel which shall conform to the requirements of ASTM A 36.

2. All welding shall conform to AWS D1.1
3. After assembly of each hanger, all of the pieces shall be hot-dip galvanized per ASTM A 123/ A 123 M to a minimum thickness of 7 mils.

C. Installation

1. Hangers shall be attached to the piles in the configuration shown on the plans.
2. Hangers shall be attached to the piles at an elevation to ensure a consistent slope of the HDPE pipe and diffuser section.

D. Payment

1. Payment for the HDPE pipe hangers shall be per hanger and shall include furnishing of all labor, equipment, materials, incidentals, and performing all work required for the installation of the hangers on the piles and the attachment to the HDPE pipe and diffuser section.

9) SITE CLEANUP & RESTORATION

A. General:

This section covers the work necessary to reseed, restore and cleanup the site. Work shall include the removal of all construction equipment, rubbish, construction debris, and unused materials of any kind resulting from project activities

B. Workmanship:

1. Remove and dispose of all excavated or construction materials, equipment, and rubbish of all kinds resulting from the work.
2. Clean all drainage facilities such as inlets, catch basins, culverts and open ditches of all excess material or debris resulting from the work, to the satisfaction of the Owner.
3. Clean all pavement surfaces, whether new or existing within the limits of the project. Clean existing improvements such as curbs, gutters, walls, sidewalks, castings for manholes, monuments, water gates, lamp poles, vaults, signs, and other similar installations as approved. Flush the street with a pressure type flusher as approved.

C. Payment:

Payment for Site Cleanup & Restoration will be made on a lump sum basis and shall include all materials, labor and incidentals necessary to complete the work as specified.

ORIGINAL

PART 'H'
CITY OF COOS BAY
CHANGE ORDER FORM



Date:

Change Order Number:

Project Name:

Project No.:

_____, a _____ (Corporation/LLC/Partnership/Sole Proprietor) (hereinafter "Contractor") agrees to perform and complete the following work (hereinafter "Work") for **CITY OF COOS BAY** (hereinafter "**Owner**"), in accordance with the terms and conditions of the Contract, dated _____, 20____, all of which terms and conditions are incorporated herein by reference:

Part 'A-X' Scope of Additional Services:

Part 'B-X' Project Schedule (Revised):

Part 'C-X' Modification of Construction Bid (increase/decrease):

Original Contract Amount: _____

Net amount of previous Change Order No. ____: _____

Total Original Contract Amount net of Change Orders: _____

Total Amount of Change Order No. ____: _____

Total Contract Amount net of Change Order No. ____: _____

Contract Time will be increase/decreased by: _____

Date of completion as a result of this Change Order No. ____ is: _____

"CONTRACTOR"

"OWNER"

CITY OF COOS BAY, OREGON

BY: _____

BY: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____