



SPRINGFIELD UTILITY BOARD INVITATION TO BID

Date Release: April 28, 2021

Bid Number: 2021-17

Bid Due/Opening: May 5th, 2021

For: 4th Street Paving

Prevailing Wage: Yes

Date of First Publication: N/A

Mandatory Pre-Bid Walk-Through: N/A

Performance Dates: Must be completed no later than June 5th, 2021

Specifications Contact: Ladd Boyce
541-501-0749
laddb@subutil.com

Bid Requirements Contact: Cam Hanes
541-726-2396
camh@subutil.com

SCOPE OF WORK

Springfield Utility Board (SUB) seeks a contractor to excavate and remove existing asphalt, cold mix, rock and restore with new asphalt to the attached Contract Documents. The total approximate tonnage of asphalt is provided in the Bid Schedule section. This work IS Prevailing Wage as determined by BOLI. The successful bidding contractor is responsible for asphalt/cold mix/rock removal, asphalt base lifts and testing, pavement milling removal, asphalt top lift and testing, saw-cutting, pavement marking, valve lid concrete collar and all traffic control.

Working hours shall be Monday-Friday, 7:30 a.m. to 5:30 p.m., no holidays or weekends.

MAKING A PROPOSAL

Bids may be received in a sealed envelope marked with the job name and bid number and addressed to:

Cam Hanes (camh@subutil.com)
Springfield Utility Board,
Water Division Purchasing Department
202 South 18th Street
Springfield, OR 97477

The proposals will be opened on: **May 5th, 2021 @ 2:00 pm** at the Water Service Center, located at 202 South 18th Street, Springfield, OR.

Bids will not be received after this date and time. The instructions to bidders, specifications including all addendum, any required bonds and the completed price proposal must be submitted together prior to the time of opening of bids. Response shall be made on the enclosed forms. Failure to do so may result in disqualification. Proposals shall be signed by an officer or duly authorized representative of the bidder.

Bidder is responsible for confirmation of delivery of offer.

BONDS TO SUB

Bid Bond: If the Utility estimates the Public Improvement contract resulting from this bid will exceed \$100,000.00, each bid must be accompanied by a Bid Bond, cash, or a certified cashier's check upon a bank in good standing, payable to SUB, in an amount equal to at least ten (10%) percent of the total amount of the bid (OAR 137-049-0290). Such check shall be forfeited and become the property of SUB if the bidder fails or refuses to enter into a contract and furnish satisfactory bond within ten (10) days (weekends and holidays excepted) after notification that its bid has been accepted. The check accompanying the accepted bid will be retained until the contract is signed and the contract bond of the successful bidder is approved by SUB.

Payment & Performance Bond: If the contract that results from this bid exceeds \$100,000.00 the successful bidder shall furnish, as part of execution of the contract, a corporate Surety Payment and Performance Bond in an amount equal to the full amount of the contract (OAR 137-049-0460). This bond shall be conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor and materials for the construction of the work. The form and surety for the bond shall meet the approval of SUB and its attorney.

BIDDER QUALIFICATIONS

Pursuant to ORS Chapter 701.005(2), contractors and subcontractors for construction and related work on this project must have a valid certificate of registration with the Construction Contractors Board of Oregon before they may bid on this project.

Under ORS 279A.110, bidders and proposers may be disqualified from bidding for violation of the laws concerning disadvantaged, minority, women or emerging small business enterprises.

Contractors deemed ineligible to receive public works contracts by the Commissioner of the Bureau of Labor and Industries shall not bid on this work. A list of ineligible contractors is maintained by the commissioner (279C.860).

The bidding is open to those Bidders who satisfy the minimum qualifications stated herein and who are available for work in the State of Oregon.

DISCLOSURE OF SUBCONTRACTORS

Bidders shall submit a disclosure of any first-tier subcontractors on public improvements having a contract price exceeding \$100,000.00. Subcontractors included on the list shall be furnishing labor or material in conjunction with the public improvement and whose contract value is equal to or greater than 5% of the total project bid or \$15,000, whichever is greater; OR \$350,000, regardless of the percentage of the total project bid. Disclosure shall be received by SUB within two hours of the date and time of bid closing. Disclosure shall be delivered to the address of the bid closing and shall contain:

- The name and address of each sub-contractor.
- The CCB registration number if the subcontractor is required to have registration certificate.
- The amount of the contract of the sub-contractor.

PLANS SET

Complete plans, specifications and any additional information relative to this project are available on the internet at www.subutil.com for no cost. Interested parties may secure printed plans sets by calling 541-726-2396 between the hours of 8:00 a.m. and 4:00 p.m. weekdays.

The bid document and specifications are considered by SUB to be complete, clear, and understandable. Any requirement indicated in either document and not in the other shall be construed to govern as though the same appeared in both documents.

Bidders are notified that they are expected to examine the plans, specifications, general conditions, and thoroughly familiarize themselves with the field conditions, the character of the proposed work, the amount and quality of materials required as well as with Federal, State, and local laws, pertinent to this improvement.

Bidders shall make their own investigation of said conditions and make their own tests considered necessary to determine conditions and the character of materials to be modified. Bidders shall obtain

explanations and clarifications as to design and installation requirements from SUB before submitting their proposal.

Prior to submitting a proposal, bidders shall contact SUB for clarification, irregularities, or apparent errors, which may be contained in the bid documents. SUB reserves the right to waive minor irregularities or errors contained in the submitted proposal, if the intent is clear. However, failure on the bidder's part to request clarification as stipulated above shall obligate the Bidder to abide by SUB's decision as to the intended meaning of any portion of the provision. SUB reserves the right to reject any or all bids.

ACCEPTANCE OF PROPOSAL

Acceptance of bids and award of contract will follow applicable procedures as provided in ORS 279A, 279B, and 279C and in accordance with applicable SUB policies.

The Bidder acknowledges the right of SUB to reject all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of SUB to reject a bid if the Bidder failed to furnish the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular. SUB may reject, for good cause, any or all bids upon a finding of SUB that it is in the public interest to do so.

SELECTION OF CONTRACTOR

Bids or proposals are only an offer to contract, made by the bidder. A contract is formed only if SUB accepts the offer. The purchase or contract will be awarded to the lowest responsible bidder who: has substantially complied with all prescribed bidding procedures and requirements; has met the standards of responsibility; is capable of meeting the specifications and is in compliance with applicable SUB policies.

In making the award the Buyer will consider the time of completion, the experience and responsibility of the bidders as well as the extension of estimated quantities at the unit prices. SUB reserves the right to reject any or all bids or to waive irregularities not affecting substantial rights.

CONTRACT AWARD

The successful contractor will be notified not sooner than May 6th.

FINANCIAL STATEMENT

During the evaluation process, bidders may be requested to submit a current corporate financial statement including income statement and balance sheet for the latest year ending period.

PROTEST PROCEDURE

1. Bidders protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.
2. All protests must be in writing and signed by the party or an authorized agent of the bidder. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the Springfield Utility Board, Buyer, 202 South 18th Street, Springfield, Oregon 97477.
3. Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, or non-compliance with procedures described in the procurement document or SUB policy shall be considered. Protests not based on procedural matters will not be considered.
4. In the event a protest may affect the interest of any bidder, such bidder(s) will be given an opportunity to submit its views and any relevant information on the protest to the Buyer.
5. Upon receipt of a protest, a protest review will be held by SUB to review the procurement process utilized. The review is to ensure agency policy and procedures were followed, all requirements were met and all bidders were treated equally and fairly.

PROJECT SCHEDULE

Contractor shall commence and complete performance in accordance with the contractors estimated completion date. Contract, insurance certificates and verification of Payment Bond (if applicable) must be signed and received before start of any work can begin.

PERMITS, FEES AND ADHERENCE TO CODE

The Contractor shall obtain and pay for all permits, licenses and certificates of inspection necessary for the execution of the work; shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work; and shall pay all fees required by law. If the Contractor observes that the drawings and specifications are at variance therewith, SUB shall be promptly notified in writing, and any necessary changes shall be made. If the Contractor performs any work that is contrary to such laws, ordinances, codes, rules and regulations, the Contractor shall be responsible to make all changes as required to comply therewith and shall bear all costs arising therefrom.

INSPECTION FOR THE PROJECT

The contractor will be required to maintain adequate, competent supervisory personnel on the project at all times to be responsible for all work being performed in accordance with specification, whether an inspector from SUB is available or not.

SUB will not maintain full-time on-the-job inspection personnel. SUB or its authorized representative will make periodic inspections and will be available for consultation and/or inspection of specific items at any time during regular working hours or with reasonable notice from the Contractor.

The Contractor shall inform and allow SUB to make the necessary inspection before obscuring any item of work that will be concealed by subsequent construction. Should the Contractor fail to so comply, SUB will require the contractor to adequately expose such items to allow complete inspection. All restoration work related to such inspections shall be accomplished at the Contractor's own expense and to the satisfaction of Springfield Utility Board or authorized representatives.

Should SUB or authorized representative find faulty work of any item at any time during the contract, the Contractor will be required to correct such work to the satisfaction of SUB. Failure by SUB or authorized representative to find and identify faulty work shall not constitute acceptance.

CONTRACTING AND EMPLOYMENT REGULATIONS

SUB requires that all suppliers comply with "Oregon Revised Statutes" (ORS) wherever and whenever said statutes are not in conflict with requirements set forth under the Charter of the City of Springfield and the policies of SUB. The term "in accordance with Oregon Revised Statutes" shall be interpreted to mean statutes as they appear at the time of bidding. Prospective bidders should avail themselves to the frequent changes that are made in said Statutes to comply with the law. The Statutes are listed, on-line, at www.leg.state.or.us/ors.

The Equal Opportunity Clause required by Executive Order 11246, Part II, Section 202, dated September 24, 1965, as amended and contained in the Office of the Federal Contract Compliance, Rules and Regulations, Chapter 60, Section 60.1.4 (a) Regulation 41 CFR 60-20 entitled "Sex Discrimination and Executive Order 11625", promoting the use of minority business enterprises, are incorporated herein by reference.

ASSIGNMENT

Contractor shall not assign or sublet this contract or any part thereof without the previous written consent of the Owner. Any assignment shall be evidenced by a written subcontract which shall be subject to the approval of Owner, and shall, at a minimum, bind such assignee or other subcontractor to all of the terms and conditions of this contract.

LIENS

All subcontractors and vendors are to be paid promptly and Contractor shall allow no liens to be placed upon the property. In the event of "Notice of Lien" is filed against SUB's property, contractor shall furnish proof of payment to all subcontractors and vendors before payment will be made to contractor.

INSURANCE

The following insurance coverage, in the amounts stated, will be required of the successful bidder. In submitting a quote, the bidder agrees that the following requirements will be met upon award of contract. A certificate of insurance evidencing all policies required shall be delivered to the SUB prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate(s). SUB has the right to reject any certificate for unacceptable coverage and/or companies.

INDEMNIFICATION AND HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless SUB its agents, servants and employees from and against all claims, demands and judgment (including attorney fees) made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in connection with any agreement which may come from this bid, to the extent of such damage, injury or death is caused or sustained in connection with the performance by the contractor, or its employees, servants or agents. SUB shall promptly notify contractor in writing of any such claim or demand to indemnify and shall cooperate with contractor in a reasonable manner to facilitate the defense of such claim.

WORKERS COMPENSATION INSURANCE

Contractor shall provide its own Workers Compensation coverage (ORS 656.017) and provide SUB with evidence of such coverage or verification of their election not to be covered. (ORS 656.126), Sole Proprietors Exception) and assume full responsibility for any liability and exposure under law relating to Workers Compensation because of any performance of services under any agreement which may be formed subsequent to this bid and will hold SUB harmless for any industrial accidents that might occur in performance of the scope of work. SUB will not obtain any Workers Compensation Insurance for the contractor or contractor's employees and subcontractors.

COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall, at all times, carry a Comprehensive General Liability insurance policy for at least \$1,000,000 combined single limits per occurrence and at least \$2,000,000 in the aggregate, for Bodily Injury, Property Damage, and Personal Injury. Coverage shall be occurrence basis only.

AUTOMOBILE LIABILITY INSURANCE

Contractor shall, at all times, carry Automobile Liability Insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

Professional Service contractors shall, at all times, carry a Professional Liability/Errors and Omissions type policy with limits of at least \$500,000. If this policy is a "claims made" type policy, the policy type and company shall be approved by the Risk Manager prior to commencement of any work which might result as an award of this bid.

SUB LISTED AS ADDITIONAL INSURED

Springfield Utility Board, its agents, employees and officials, all while acting within their official capacity as such, shall be named as an additional insured on the Commercial General and Automobile Liability Insurance above. This will apply to both work in progress and completed operations. This insurance will be primary over any insurance SUB may carry on its own. The additional insured endorsement shall be approved by SUB before any work may commence.

CONTRACTOR RESPONSIBILITY TO EMPLOYEES

PREVAILING WAGE REQUIREMENTS

This project DOES fall under Prevailing Wage Rate guidelines as determined by BOLI.

Prevailing Wage Rates – The PWR law regulates only those projects costing more than \$50,000. This amount is based on the cost of the entire project, not individual contracts. The total project cost includes the value of work performed by every person paid by a contractor or subcontractor for the person's work on the project. The price of a project also includes all materials and supplies, if purchased specifically for the project.

The total project cost does not include the cost of architectural and engineering services, and the value of agency personnel who design, inspect, manage, supervise or otherwise work on the project.

If a project begins with a total project cost not exceeding \$50,000, but change orders increase the project cost to more than \$50,000, the entire project will be subject to the PWR law, including all work already performed on the project.

The Contractor and any subcontractors shall comply with all applicable provisions of ORS 279C.800-279C.870 and pay all workers not less than the prevailing rate of wage as established by the Oregon Bureau of Labor and Industries (BOLI). Prevailing wage rate booklets are published twice a year, usually in January and July. Amendments to the state rates are published quarterly, but amendments to the "Prevailing Wage Rates for Public Works Contracts in Oregon can be published at any time, depending on if and when the U.S. Department of Labor updates its rates. Both rate booklets and all amendments can be found on BOLI's website at <http://www.oregon.gov/BOLI/WHD/PWR/>.

Any contract resulting from this bid is subject to Prevailing Wage Rate Law. The rate in effect at the time of the original bid for work on this project is: "Prevailing Wage Rates for Public Works Contracts in Oregon" Effective January 1, 2011 and includes any amendments issued since that date. The document(s) are published by the Bureau of Labor & Industries and may be viewed on that agency's web site.

Contractors must pay the higher of the applicable state or federal prevailing rate of wage to workers on public works projects subject to both state and federal prevailing wage laws.

Before the first payment is made by or on behalf of SUB for any sums due under this contract, and at least once per month thereafter, the contractor and every subcontractor shall submit wage certificate forms (BOLI Form WH-38) in accordance with applicable Oregon Revised Statute (ORS 279C.845). Forms and instructions may be obtained from SUB. Failure by the prime contractor to file certified payroll as required may result in SUB withholding 25% of the amounts due the prime contractor, in addition to any other required retainage (Senate Bill 477, Section 11).

If any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and if the dispute cannot be settled by the parties involved, the dispute shall be referred to the Commissioner of the Bureau of Labor. The Commissioner shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

Contractors and subcontractors working on public works projects subject to the prevailing wage rate (PWR) are required to post notice of wages being paid conspicuously at the work site.

PUBLIC WORKS BOND

Every Contractor and Subcontractor who works on a public works project subject to the prevailing wage rate law is required to file a \$30,000 "Public Works Bond" with the Construction Contractor's Board (CCB), unless exempt, before starting any work. (ORS279C.836). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

Length of Day's Labor on Public Works

The Contractor shall employ no person for more than ten (10) hours in any one day or forty (40) hours in any one week. An exception shall be in cases of necessity or emergency, or where public policy absolutely requires it. In such cases the laborer shall be paid at least time and a half pay:

- (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (C) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

An employer must give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice may be at the time of hire or before commencement of work on the contract or by posting a notice in a location frequented by employees.

WORKER'S COMPENSATION

The Contractor shall promptly pay all contributions or amount due the State Accident Insurance Fund, or private carrier of accident insurance, necessary in the performance of the Contract. If a private carrier is used, the Contractor shall notify SUB as to the carrier's name and address before commencement of work. The Contractor shall promptly pay all sums of money withheld from his employees which are due the Department of Revenue pursuant to the Oregon Revised Statutes.

Contractors and subcontractors working on public contract must comply with all workers' compensation laws.

BENEFIT PLAN – HEALTH & WELFARE

When due, the contractor shall promptly make payment(s) to any person, co-partnership, association, or corporation medical, surgical, and hospital or other needed care and attention incidental to sickness or injury. To the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor;

- (A) May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes 279C.530 and any contract entered in pursuant thereto; or
- (B) Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Contractors and subcontractors working on public works projects subject to the prevailing wage are required to post notice of health and welfare benefit plans and pension plans, if any, conspicuously at the work site.

DRUG TESTING REQUIREMENTS

Pursuant to ORS 279C.505(2) and OAR 139-049-0200 (d)(b), the Contractor certifies by its signature that it has a Qualifying Drug Testing program in place for its employees that includes, at a minimum, the following:

- A written employee drug testing policy
- Required drug testing for all new Subject Employees or, alternately, required testing of all Subject Employees every 12 months on a random selection basis, and
- Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs

A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program". An employee is a "Subject Employee" only if that employee will be working on the Project job site.

The Contractor at the time of contract execution shall represent and warrant to the Owner that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the contract. The Owner's performance obligation (which includes, without limitation, the

Owner's obligation to make payment) shall be contingent on the Contractor's compliance with this representation and warranty.

SAFETY

In connection with performance of the work, Contractor shall abide with all current safety regulations of the Occupational Safety and Health Administration (OSHA) and those of SUB.

ENVIRONMENTAL MATTERS

The Contractor shall comply with and require its subcontractors to comply with all applicable federal, state, and local statutes, ordinances, orders, rules and regulations relating to the protection of human health and environment, including, but not limited to: the use, storage, release, spill, disposal and other handling of petroleum products and other hazardous substances.

The following federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect or may affect the performance of this contract:

Federal Agencies

Bureau of Indian Affairs	U.S. Department of Interior
Bureau of Land Management	U.S. Department of Labor
Bureau of Outdoor Recreation	U.S. Department of Transportation
Bureau of Reclamation	U.S. Environmental Protection Agency
Bureau of Sport Fisheries & Wildlife	U.S. Federal Highway Administration
U.S. Army Corps of Engineers	U.S. Forest Service
U.S. Council on Environmental Qty	U.S. Occupational Safety and Health Administration
U.S. Department of Agriculture	U.S. Soil Conservation Service
U.S. Department of Defense	

State Of Oregon Agencies

Department of Agriculture	Land Conservation and Development Commission
Department of Environmental Qty	Soil and Water Conservation Commission
Department of Fish and Wildlife	State Engineer
Department of Geology and Mineral Aid	State Land Board
Department of Human Resources	State Marine Board

Division of State LandWater Resources Board

Lane County	City of Springfield Agencies
Springfield & Lane County Planning Commissions	Willamalane Parks and Recreation District
Springfield City Council	Lane County Board of Commissioners
Springfield Department of Public Safety	Lane County Boundary Commission
Springfield Department of Public Works	Lane Regional Air Pollution Authority

UNIFORM COMMERCIAL CODE

All items purchased under this contract shall be considered to be "goods" for the purposes of the Oregon Uniform Commercial Code. In addition to any rights and obligations established by this contract, the provisions of ORS Chapter 72 shall apply.

CLEAN UP

It is the Contractor's obligation to maintain his working area in a clean and professional manner and to clean up all waste or excess material, packaging or any other debris that has been created by his work each day. If Contractor does not comply with verbal request from SUB to clean his working area within 24 hours, then SUB may take the option to perform the clean-up and charge the contractor for all costs incurred.

In the event a dangerous situation is left at the end of a work day, the owner may take immediate action to eliminate the hazard and charge the contractor for all costs incurred.

GUARANTEE

The contractor warrants to SUB, that for a period of one (1) year from the date of completion, work performed by contractor will be free from defects in material and workmanship. The contractor agrees to repair or replace, at contractor expense, any material or workmanship which shall be determined by SUB, to have been thus defective. This warranty shall not apply to any work that has been subject to misuse, negligence, or accident by SUB.

CHANGE ORDERS

The Contractor shall submit written change orders for work not covered in the Scope of Work to the Project Manager for review. The cost of any change to the scope of work shall be a quoted fixed price or an estimated "cost plus" price. If included on the Price Proposal, cost plus prices shall be consistent with the percentage quoted. The Board reserves the right to negotiate or reject the Contractor's cost proposals. The Owner may also initiate written change orders. Charges for changes shall be at the mutual agreement of the parties

The form to be used for all change orders follows. The Contractor shall not proceed with work until both parties have signed the Change Order.

The Contractor's Invoice shall detail each change order by number. The Contractor shall attach documentation of labor, materials and equipment used to perform the change order for "cost plus" work.

CONTRACT CHANGE ORDER EXAMPLE

DATE: _____

CONTRACT #: _____

CHANGE ORDER #: _____

FOR: _____

PURCHASE ORDER #: _____

JOB/PHASE CODE TO BE ADJUSTED: _____

LOCATION _____

WORK TO BE PERFORMED _____

QUOTED PRICE \$ _____ - -OR- ESTIMATED TIME & MATERIALS*

*BASED UPON BID PRICE FOR TIME & MATERIALS. COPIES OF SUPPLIER INVOICES SHALL BE SUBMITTED.

**VALID ONLY WHEN SIGNED BY BOTH THE CONTRACTOR
AND SPRINGFIELD UTILITY BOARD**

SUB REPRESENTATIVE _____

CONTRACTOR _____

SUB DIRECTOR APPROVAL _____

PAYMENTS TO CONTRACTOR

For Progress of Work

At a regular time each month, the general contractor may submit request for partial payment based upon an estimate of the amount of work completed. This request may also include an estimate of the amount and value of acceptable material to be incorporated in the completed work that has been delivered and acceptably stored on the SUB job site. Upon verification and approval by SUB, the sum of these values shall be referred to as the "value of completed work". With these estimates as a base, a progress payment will be made to the contractor within 15 working days.

Payment shall be equal to the value of completed work, less amounts previously paid, less other amounts that may be deductible or owing and due to SUB for any cause, and less five percent, the amount to be retained in protection of SUB's interests. The amount retained from any given progress payment will be such that, when added to the sum of amounts previously retained; will equal not more than five percent of the value of completed work.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the contractor of responsibility for defective workmanship or material.

The estimates upon which the progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the contractor uses such estimates as a basis for making payments to subcontractors, this is at the contractor's own risk, and the contractor shall bear all loss that may result.

FINAL PAYMENT

Payment of amounts retained in accordance with Oregon Revised Statutes may be withheld for a period of 30 days after all work is completed and accepted.

In the event of any assertion by any other parties of any claim or lien against SUB, arising out of contractor's performance: SUB shall have the right to retain out of any payments due or to become due contractor, an amount sufficient to completely protect SUB for any and all loss, damage or expense until the situation has been remedied or adjusted by contractor to the satisfaction of SUB. If no claims are filed against the Contractor within the specified 30 days, all amounts due to the Contractor will be promptly paid 30-day after final acceptance by SUB.

The contractor, in relations with any and all subcontractors, shall comply with ORS Chapter 279C.580.

WARRANTY

Vendor warrants to SUB, for a period of one (1) year from the date of acceptance, that product(s)/services will be free from defects in material and workmanship. Vendor agrees to repair or replace, at vendor expense, any material or workmanship which shall be determined by SUB, to have been thus defective.

Bidders shall complete and return the following document(s)

REFERENCES – *Provide if no work has been done for SUB in the previous 24 months.*

Owner _____

Project Name / Description _____

Performance Dates _____

Contact Name / Phone Number _____

Owner _____

Project Name / Description _____

Performance Dates _____

Contact Name / Phone Number _____

Owner _____

Project Name / Description _____

Performance Dates _____

Contact Name / Phone Number _____

Owner _____

Project Name / Description _____

Performance Dates _____

Contact Name / Phone Number _____

Price Proposal

Bid Number 2021-17 – 4th Street from E to B Street

I have carefully examined SUB's Scope of Work, Instruction to Bidders, and Specifications. I have visited the job site and carefully examined conditions affecting the work. I propose to furnish equipment and labor for the work described in strict accordance with the specifications for the following price:

ITEM NO.	DESCRIPTION	UNIT RATE	QUANTITY	BID UNIT PRICE	BID PRICE
1	General Overhead/Mobilization	LS	ALL REQ'D	N/A	
2	Traffic Control / Flagging	LS	ALL REQ'D	N/A	
3	Sawcutting AC first 6"	LF	100		
4	Sawcutting AC additional beyond 6"	LF	100		
5	Asphalt (see restoration plans and notes)	TN	285		
	2" AC pavement grind and inlay	TN	80		
6	CDF	CY	425		
7	Valve Lid Concrete Collar (WSC STD. DWG. W1.16.1)	EA	12		
8	Pavement Marking	LS	ALL REQ'D		
Total Bid---→					\$ _____

SUB reserves the right to:

- Order any or all items from one or more suppliers;
- Waive minor irregularities not affecting substantial rights;
- Increase or diminish quantities;
- Reject any or all bids
- Make bid award that is determined to be in the best interest of SUB

Check box if EXCEPTIONS are taken to the specification or scope of work. Detail changes on attached page(s) marked “EXCEPTIONS”. Indicate total number of pages in attachment.

I attest that my company is a resident of the State of _____ as defined in ORS 279A120 (1)(b). CCB #_____.

I agree to comply with and require all subcontractors to comply with prevailing wage rate laws.

Company Name

Contact

Title

Mailing Address

City, State, Zip

Email

Cell Phone / Company Phone

Date

Tax ID#