

# CITY OF OREGON CITY

---

## Peter Skene Way Emergency Sanitary Sewer Replacement

Project Number CI 17-004

*Prepared For:*  
**City of Oregon City**  
**625 Center Street**  
**Oregon City, OR 97045**  
**Telephone 503.657.0891**



EXPIRES: 12/31/2018

Signed: \_\_\_\_\_, 2017

*Prepared By:*  
**RH2 Engineering, Inc.**  
**6500 SW Macadam Avenue, Ste. 125**  
**Portland, Oregon 97329**  
**Telephone: 503.246.0881; 800.720.8052**



**Bid Proposal, Contract Documents, Special  
Provisions & Technical Specifications**

**Volume I of II**

**June 2017**

**TABLE OF CONTENTS**  
**CITY OF OREGON CITY**  
**PETER SKENE WAY EMERGENCY SANITARY SEWER REPLACEMENT**  
**(CI 17-004)**

Invitation to Bid .....	Page 1
<b>SECTION I</b>	
Instructions to Bidders.....	Pages 1-7
<b>SECTION II</b>	
Section II A Bid Proposal and Bid Schedule.....	Pages 1-4
Section II B Addenda Acknowledgement.....	Page 5
Section II C Compliance with ORS 279C.840.....	Page 5
Section II D Resident Bidder Status.....	Page 6
Section II E Certification of Drug Testing Program.....	Page 6
Section II F Non-Collusion Statement.....	Page 7
Section II G Asbestos Certification.....	Page 7
Section II H Registrations .....	Page 8
Section II I Business Licences .....	Page 8
Section II J Certification of Non-Discrimination.....	Page 9
Section II K Certification of Compliance with Tax Law .....	Page 9
Section II L First Tier Subcontractor Disclosure Form .....	Pages 10-11
Section II M Customer Service Acknowledgement Form .....	Page 12
Section II N Qualifications of Bidder Form .....	Page 13
Section II O Bid Bond .....	Page 14
<b>SECTION III</b>	
Section III A Contract Agreement.....	Pages 1-2
Section III B Oregon City Public Improvement Standard Conditions .....	Pages 1-8
Section III C Statutory Conditions to Contract Agreement.....	Pages 1-4
<b>SECTION IV</b>	
Section IV A Payment and Performance Bonds.....	Pages 1-4
Section IV B Statutory Public Works Bond .....	Page 1
<b>SECTION V</b>	
Section V BOLI Prevailing Wage Rates .....	Page 1
<b>SECTION VI</b>	
Special Provisions and Technical Specifications .....	Pages 1-43
<b>APPENDICES</b>	
Appendix A - Geotechnical Report	

**INVITATION TO BID  
CITY OF OREGON CITY**

**PETER SKENE WAY EMERGENCY  
SANITARY SEWER REPLACEMENT (CI 17-004)**

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **Peter Skene Way Emergency Sanitary Sewer Replacement** project for the City of Oregon City (City), Oregon will be received by John M. Lewis, P.E., Public Works Department, 625 Center Street, Oregon City, Oregon, until **10:00 AM local time on June 28, 2017**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time in the location bids are received.

The project includes:

1. Construction of approximately 520 linear feet of 8-inch sewer main and trench drain via open-cut and/or trenchless methods, to replace and reroute a failed section of gravity sanitary sewer main.
2. Construction of up to four (4) 48-inch manholes.
3. Minor storm drainage improvements.

The Engineer's Estimate of Probable Cost for the work is in the range of \$350,000 to \$450,000.

Under the provisions of ORS 279B.080-Emergency Procurements, which apply to this project, only City-invited bidders are eligible to bid on this project. The City will invite bidders based on the following criteria:

- Satisfactory performance on contracts for the City of Oregon City (or other City's within Clackamas County, Oregon) on similar work.
- Demonstrates adequate capacity relative to bonding, insurance, equipment, personnel and resources to accomplish the contemplated work within the anticipated time frame.
- Demonstrates ability to work closely with owners and engineers to develop and implement cost saving and/or time saving measures that benefit the public.
- Demonstrates concern for and eagerness to address matters related to public safety and convenience.

Solicitation documents will be delivered directly to City-invited bidders by e-mail.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 625 Center Street, Oregon City, Oregon 97045 (telephone: 503.657.0891), between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except legal holidays.

Addenda, clarifications and notices will be distributed through the City's online planholder system. Potential bidders are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best

interest of potential bidders to check the website periodically to ensure all updates are received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

A **mandatory** pre-bid conference will be held on **Friday, June 23, 2017 at 10:00 AM** at the project site located at City Hall, 625 Center Street, Oregon City, Oregon. The purpose of this conference is to discuss the scheduling, phasing, and special construction and testing requirements. Statements at the conference are not binding unless confirmed by a written addendum.

No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, that the provisions of ORS 279C.840 or 40 U.S.C. 276a shall be complied with, a statement as to resident bidder status, and whether the bidder is licensed under ORS 468A.720 (no asbestos removal is contemplated for this project). Prior to submission of its bid, the bidder shall be registered with the Oregon Construction Contractor's Board, and thereafter comply with the requirements of ORS 701.005 to 701.137.

Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check or bid bond in an amount equal to 10 percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of contract. The successful bidder will also be required to furnish a statutory public works bond in the amount of thirty thousand dollars (\$30,000.00). Evidence of workers' compensation insurance will be required before the work shall commence.

The City will investigate and determine the qualifications of the apparent low bidder prior to awarding the contract. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids, if it is in the public interest to do so.

John M. Lewis, P.E.  
Public Works Director

**SECTION I**

Instructions to Bidders

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

**1. Explanation to Bidders**

Prior to submitting a bid, it is the responsibility of each Bidder to:

- A. Examine the contract documents thoroughly.
- B. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work.
- C. Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work.
- D. Study and correlate the Bidder's observations with the Contract Documents.
- E. Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

Any explanation desired by the bidders regarding the meaning or interpretation of the specifications must be requested in writing, and with sufficient time allowed for a reply to reach them before the submission of their bids. No interpretations will be made less than 48 hours prior to bid opening.

Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation will be made in the form of an addendum to the specification and will be furnished to all bidders that have received original Bid Documents and have provided accurate contact information to the City. The receipt of all addenda by the bidder shall be acknowledged in the bid submittal. The City of Oregon City will distribute Addenda to plan holders via email through its online bid center.

For more information regarding this project, please submit questions through the online plan center at <http://bids.oregocity.org> or contact Kyle Pettibone, P.E., RH2 Engineering, Inc. at 503.246.0881 ext. 5360.

Under the provisions of ORS 279B.080-Emergency Procurements, which apply to this project, only City-invited bidders are eligible to bid on this project. The City will invite bidders based on the following criteria:

- Satisfactory performance on contracts for the City of Oregon City (or other City's within in Clackamas County, Oregon) on similar work.
- Demonstrates adequate capacity relative to bonding, insurance, equipment, personnel and resources to accomplish the contemplated work within the anticipated time frame.
- Demonstrates ability to work closely with owners and engineers to develop and implement cost saving and/or time saving measures that benefit the public.
- Demonstrates concern for and eagerness to address matters related to public safety and convenience.

A **mandatory** pre-bid conference will be held on **Friday, June 23, 2017 at 10:00 AM** at City Hall, 625 Center Street, Oregon City, Oregon. The purpose of this conference is to discuss the scheduling, phasing, and special construction and testing requirements. Statements at the conference are not binding unless confirmed by a written addendum.

**2. Preparation of Bids**

Bids shall be submitted on the form furnished, or copies thereof, and must be naturally signed. If erasures or other changes appear on the form, they shall be initialed by the person who signs the bid. No bid will be received or considered by the City unless the bid contains the Required Bid Forms as listed in **Section I, Item 11**.

**3. Submission of Bids**

- A. Bids shall be submitted in sealed envelopes to:  
Public Works Department  
City of Oregon City  
625 Center Street  
Oregon City, Oregon 97045  
Attention: John Lewis, P.E.  
Public Works Director
  
- B. The outside of the transmittal envelope shall bear the following information:  
Name of Bidder  
Address  
Title of Project  
Date of opening  
The marking "Sealed Bid"
  
- C. If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as in B above, must be enclosed in another envelope addressed as noted in A above.

**4. Bid Bond**

All bids must be accompanied by a certified check, or a cashier's check upon a national or state bank, drawn and made payable to the City of Oregon City, or a bid bond from a surety company authorized to do business in the state of Oregon in an amount equal to 10% of the total proposal submitted, including all additive alternates. Failure to execute the contract and return it to the City within 10 days of execution with the required performance bond and certificates of insurance may result in forfeiture of the bid bond as fixed and liquidated damages at the discretion of the City.

When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. **THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE**

REJECTED. Additional forms, as commonly used by the surety may be affixed to the required form.

All such certified checks or bid bonds will be returned to the respective bidders within 10 calendar days after the bids are opened, except those of the three low bidders. The certified checks or bid bonds of the three low bidders will be held by the City until the selected bidder has accomplished the following:

- A. Executed a formal contract;
- B. Executed and delivered to the City a bond in the amount of the Contract Price for the faithful performance of the contract; and
- C. Furnished the required Certificates of Insurance.

The proposal guarantees for the three low bidders will be released within 10 calendar days after the contract has been entered into and signed by the City.

#### **5. Receipt and Opening of Bids**

Bids will be submitted prior to the time fixed in the Invitation to Bid. Bids will be time and date stamped by Public Works personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids.

Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by Public Works personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitter.

#### **6. Withdrawal of Bids**

A Bidder may withdraw its offer by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to the City of Oregon City Public Works Department, 625 Center Street, Oregon City, Oregon, and received by the City prior to closing. The Bidder or authorized representative of the Bidder may also withdraw its offer in person prior to closing, upon presentation of appropriate identification and satisfactory evidence of authority. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. The bid will be irrevocable until such time as the City:

- A. Specifically rejects the bid; and,
- B. Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

#### **7. Bidders Present**

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties who may be present either in person or by representation.

**8. Award of Contract**

The contract will be awarded as soon as practicable within 45 calendar days after the bid opening to the lowest responsible bidder, provided the bid is reasonable and it is in the best interest of the City to accept it. The bid will be awarded based on the lowest total bid price.

No contract will be awarded prior to receiving City Commission authority to do so, unless such authority has been previously granted.

**9. Rejection of Bids**

The City may reject any bid not in compliance with all prescribed public contracting procedures and requirements and reserves the right to reject any or all bids when such rejection is in the public interest. More than one proposal from an individual, firm or partnership, corporation or association, under the same or different names, may disqualify all such proposals submitted by that entity in Owner's sole discretion. Proposals in which prices bid for individual unit appear intentionally unbalanced so as to leave the total bid competitive, also may be disqualified.

**10. Qualification of Bidders**

To demonstrate qualifications to perform the work, each bidder must submit written evidence, such as financial data, previous experience, present commitments and other such data as may be called for on QUALIFICATION OF BIDDER form. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract.

**11. Required Bid Forms**

Each bid must contain the following items on the forms provided in **Section II**.

- A. The completed Bid Proposal Form.
- B. Acknowledgement that the bidder has received and reviewed all addenda for the bid.
- C. A statement that provisions of ORS 279C.840 (Prevailing Wages) shall be complied with.
- D. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- E. A statement certifying that the bidder has an employee drug-testing program in place.
- F. Non-collusion affidavit.

- G. A statement as to whether or not the bidder is licensed under ORS 468.883 for asbestos removal (no asbestos removal is contemplated for this project).
- H. Certification that Contractor is properly registered.
- I. Business license information.
- J. Certification of non-discrimination.
- K. Certification of compliance with tax laws (ORS 305.385).
- L. A Bid Bond in the amount of 10 percent of the submitted bid.
- M. First-tier subcontractor disclosure form.
- N. Customer service acknowledgement form.
- O. Qualification of Bidder form.

## 12. Mistakes in Bids

### A. General

Clarification or withdrawal of a bid after bid opening because of an inadvertent, non judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible but only to the extent that it is not contrary to the interest of the City or the fair treatment of other bidders.

### B. Mistakes Discovered After Bid Closing but Before Award

This subsection prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- (1) Minor Informalities. Minor informalities are matters of form rather than substance that are evident from the bid documents, or insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the City; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.

Examples include, but are not limited to the failure or a bidder to:

- a) Return the number of signed bids or the number of other documents required by the Bid Documents;
- b) Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- c) Acknowledge receipt of an addendum to the Bid Documents, but only if:
  - (i) it is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or

- (ii) the addendum involved had a negligible effect on price, quantity, quality, or delivery.
- (2) Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and mathematical errors. For discrepancies between unit prices and extended prices, unit prices shall prevail.
- (3) Mistakes Where Intended Correct Bid is Not Evident. The City will not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

### **13. Project Execution**

The Owner shall award the contract or reject all proposals within forty-five (45) days after the bid opening. The successful bidder shall execute a contract within ten (10) calendar days from the date of written notification, and if not, the guaranteed amount shall be forfeited to the Owner.

The time of completion of the work contemplated by this contract shall not be extended or changed by the lapse of time between the date the Owner received proposals and execution of the contract. In specifying the dates for completion, both parties understand that a period of not more than fifty-five (55) days may elapse between the opening of the proposals and submission of the contract for execution. If the Owner finds that the public interest requires a delay in consideration of the bid award beyond the forty-five (45) days contemplated herein, the bidder at its option may be released from its bid bond or may grant an extension of time for the owner to consider award of the contract for his/her execution.

Owner may consider an extension of time to complete the work if Contractor makes application for same to owner no later than five (5) days after Contractor knows or should know of a cause of noncompensable but excusable delay. Such causes of delay shall be deemed to be limited to labor disputes beyond the control of Contractor, acts of God, unusual and unforeseeable severe weather, or any delays caused in whole or part by either parties' non-compensable conduct.

In comparing alternate bids, the Owner in its sole discretion may select a higher cost alternate if the higher alternate will better serve its interests.

### **14. Required Insurance**

The Contractor shall carry, at a minimum, insurance as specified in Section III.

**15. Required Bonds**

The Contractor shall be required to provide security for payment to suppliers of labor and materials as well as for performance of the contract. Both the Performance Bond and the Payment Bond shall be in an amount equal to the full contract price. The Performance Bond is solely for the protection of the City and any other public agency(ies) for whose benefit the contract was awarded. The Payment Bond is solely for the benefit of claimants under ORS 279C.600. Both the Performance Bond and the Payment Bond shall be provided by a surety licensed to do business as a surety in the State of Oregon, shall be payable to the City and shall be in the form provided in the contract documents. Contractor shall pay the costs of any bond. The Attorney-in-Fact (Registered Agent) who executes any bond must file with each bond a notarized and effectively dated copy of his/her power of attorney. The Performance and Payment Bond shall be issued by a surety company or companies with Best's Rating of A.VII or better.

In addition and before final acceptance of the project, Contractor shall provide a maintenance and warranty bond in an amount equal to the total amount paid on the contract together with any amendments in a form approved by the Owner. Such maintenance and warranty bond shall be conditioned upon the final project being completed and guaranteed against defects in materials and workmanship. Such maintenance and warranty bond shall continue in effect during the full term of any warranty period as well as any extension of said warranty period.

**16. Execution of the Contract Agreement and Bonds**

The successful bidder shall obtain all necessary bonds and permits at its own initiative and expense, including those within control of Owner, except as the parties may otherwise agree in writing.

The Contractor shall warranty all equipment and materials furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the project. The Contractor shall provide a performance bond in the amount of 100% of the work to be in effect for that one (1) year maintenance period.

The Certificate(s) of insurance or binders shall be submitted to and approved by the Owner with the City and the Engineer named as additional insureds on an occurrence basis. Contractor's insurance carrier shall be financially responsible and registered in good standing with the Oregon Insurance Commissioner. All policies shall be kept in force until the Contractor's work is accepted by the Owner. Insurance policies (covering all operations under this Contract or if so noted for extended operations) which expire before the Contractor's work is accepted by the Owner (or where noted for extended operations, through the period of guarantee) shall be replaced or renewed immediately and evidence of same submitted to the Owner for its approval.

**17. Protest Process**

Any protest of Contractor selection or contract award will be processed in accordance with OAR 137-049-0450.

**SECTION II**

Bid Submittal Requirements

**SECTION II A**  
**BID PROPOSAL AND BID SCHEDULE**

To: City of Oregon City  
625 Center Street  
Oregon City, Oregon 97045

From: Landis + Landis Constructors  
Bidder (Company Name)  
PO Box 50  
Address  
Marylhurst OR 97036  
City, State & Zip  
503 466-9043  
Telephone

The undersigned bidder declares that s/he has carefully examined the Instructions to Bidders, Contract Bid Submittal requirements, Contract Agreement, Performance and Payment Bond requirements, General Requirements, Scope of Work, and Other Technical Specifications for the construction of **Peter Skene Way Emergency Sanitary Sewer Replacement** project; that s/he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, s/he will contract with the City of Oregon City, Oregon, in the form similar to that attached; will provide the necessary machinery, tools, apparatus, and other means of construction and will furnish all material and labor as specified in the Contract Agreement and all other contract documents, or necessary to complete the work in the manner herein specified, and according to the requirements of the Engineer.

By signing and returning a bid, bidder acknowledges that it has read and understands the terms and conditions contained in the Invitation to Bid and that it accepts and agrees to be bound by the terms and conditions of the Invitation to Bid.

The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

1. Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
2. Certificates of Insurance for Liability and property damage coverage;
3. Certificates of Coverage for Workman Compensation and unemployment insurance;
4. All other bonds, permits, licenses, etc. as required in the contract documents.

The undersigned hereby represents as follows:

1. That no Commissioner, officer, agency or employee of the City of Oregon City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
2. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud; and

3. That the provisions required by ORS 279C.840 relating to prevailing wage rates shall be included in this contract.

The undersigned agrees that, if awarded the contract, s/he will commence work within fifteen (15) calendar days after the date of receipt of written Notice to Proceed, and that s/he will complete the work within **42 calendar days** from the Beginning of Contract time as stated in subsection 00180.50 (c).

Bidder will complete the work in accordance with the Contract Documents and agrees to accept as full payment for the work proposed under this project, as herein specified and under the provisions included in the Bid, to be expressed in numeric figures only indicated below.

## Peter Skene Way Emergency Sanitary Sewer Replacement

CI 17-004

### Bid Schedule

**Instructions:** The following bid items only apply to Section 2 (Dwg No. C02) of the alignment or are considered common to all areas of the project. A separate schedule is provided on the following pages for Section 1 base and alternate bid items.

Item	Section	Description	Estimated Quantity	Unit Price (FIGURES)	Extended Price (FIGURES)
1	00210	Mobilization	1 LS	\$ <u>115,000</u>	\$ <u>115,000</u>
2	00225	Work Zone Traffic Control, Complete	1 LS	\$ <u>3,500</u>	\$ <u>3,500</u>
3	00280	Erosion & Sediment Control	1 LS	\$ <u>5,000</u>	\$ <u>5,000</u>
4	00305	Construction Survey Work	1 LS	\$ <u>3,500</u>	\$ <u>3,500</u>
5	00320	Clearing and Grubbing	1 LS	\$ <u>15,000</u>	\$ <u>15,000</u>
6	00405	Boulder Excavation	10 CY	\$ <u>100<sup>-</sup></u>	\$ <u>1,000</u>
7	00405	Trench Foundation	15 CY	\$ <u>50<sup>-</sup></u>	\$ <u>750<sup>-</sup></u>
8	00430	6" Drain Pipe	218 LF	\$ <u>80<sup>-</sup></u>	\$ <u>17,440</u>
9	00445	8" Sanitary Sewer Pipe, Class B Backfill	168 LF	\$ <u>275<sup>-</sup></u>	\$ <u>46,200</u>

10	00470	Concrete Sanitary Sewer Manhole, 48" Dia. w/ Anti-Flotation Base	1 EA	\$ <u>20,000</u>	\$ <u>20,000</u>
11	00490	Manhole Over Existing Sewer, 48" Dia.	2 EA	\$ <u>8,000</u>	\$ <u>16,000</u>
12	00490	Abandon Existing Sanitary Sewer Main and Manhole	1 LS	\$ <u>3,500</u>	\$ <u>3,500</u>
13	00495	Trench Resurfacing, Temporary HMAC, 2-inch Depth	70 SY	\$ <u>16-</u>	\$ <u>1,120</u>
14	00495	Trench Resurfacing, Permanent HMAC, 4-inch Depth	80 SY	\$ <u>120-</u>	\$ <u>9,600</u>
15	00495	Trench Resurfacing, Rock Surfacing, 6-inch Depth	90 SY	\$ <u>25-</u>	\$ <u>2,250-</u>
16	00197	Extra Work as Authorized	Force Account	\$ <u>30,000</u>	\$ <u>30,000</u>
<b>SUBTOTAL BID AMOUNT FOR ITEMS 1-17</b>				\$ <u>239,860-</u>	

**ALTERNATIVE METHODS FOR CONSTRUCTION OF SECTION 1**

Instructions: Circle one (1) alternative method for construction of Section 1 (as shown on Dwgs Nos. C01 and C01A) that will be used in calculating bid total:

Open-Cut Method                      **OR**                      Trenchless Method

Item	Section	Description	Estimated Quantity	Unit Price (FIGURES)	Extended Price (FIGURES)
<b>OPEN-CUT METHOD FOR INSTALLATION OF SECTION 1 (BASE BID)</b>					
B1	00445	8" Sanitary Sewer Pipe, Class B Backfill	348 LF	\$ _____	\$ _____
B2	00430	6" Drain Pipe	348 LF	\$ _____	\$ _____
B3	00470	Concrete Sanitary Sewer Manhole, 48" Dia. w/ Anti-Flotation Base	1 EA	\$ _____	\$ _____
<b>SUBTOTAL FOR INSTALLATION OF SECTION 1 (BASE BID)</b>				\$ _____	
<b>TRENCHLESS METHOD FOR INSTALLATION OF SECTION 1 (ALTERNATE BID)</b>					
A1	00445	10" Sanitary Sewer Pipe, Trenchless	316 LF	\$ <u>280 -</u>	\$ <u>89,480</u>
<b>SUBTOTAL FOR INSTALLATION OF SECTION 1 (ALTERNATE BID)</b>				\$ <u>89,480 -</u>	

Instructions: Transfer subtotals from preceding schedules to calculate the total bid amount.

Subtotal Bid Amount for Items 1-16	<u>289,860 -</u>
Subtotal Bid Amount for Installation of Section 1 ( <u>either</u> Base Bid or Alternate Bid)	<u>89,480 -</u>
<b>TOTAL BID AMOUNT</b>	\$ <u>379,340</u>

Accompanying this Proposal is a bid bond, for the sum of 10% Bid Bond Affidavit, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this 27 day of June, 2017.

Name of Bidder: Landis + Landis Construction

Address of Bidder: Po Box 50 Mayhew OR 97036

Facsimile Number: 503 213-5964

Telephone Number: 503 466-9043

Bidder E-Mail Address: mlandis@llconstruction.com

Signature of Authorized Agent: [Signature]

Title of Authorized Agent: Member

Bidder's Taxpayer I.D. Number: 52-2337537

CCB Number: 148742

Expiration Date: 8-17-2017

**SECTION II B**  
**ADDENDA ACKNOWLEDGEMENT**

I/We have received the following Addenda:

None   /  

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Business Name Landis + Landis Construction

**SECTION II C**  
**COMPLIANCE WITH ORS 279C.840**

**COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)**

**PREVAILING WAGES**

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Business Name Landis + Landis Construction

**SECTION II D**  
**RESIDENT BIDDER STATUS (ORS 279A.120)**

**RESIDENT BIDDER STATUS**

The undersigned represents him/herself to be a Resident or Nonresident bidder by checking the appropriate spots below. "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon and has stated in the bid whether the bidder is a "Resident Bidder".

Resident Bidder                       Nonresident Bidder

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Business Name Landis + Landis Construction

---

**SECTION II E**  
**CERTIFICATION OF DRUG TESTING PROGRAM**

**DRUG TESTING PROGRAM**

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Business Name Landis + Landis Construction



**SECTION II H**  
**REGISTRATIONS**

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board under ORS 701.035 - 055.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Contractor Name Landis + Landis Constructors  
Contractor CCB # 148742  
Landscaping Subcontractor ✓  
Subcontractor LCB # ✓

**SECTION II I**  
**BUSINESS LICENSES**  
**(OCMC 05.04)**

In accordance with Oregon City Municipal Code 05.04 (<http://www.orcity.org/finance/business-licenses>), no person shall carry on any business within the city without first obtaining an applicable City **or** Metro business license.

Contractor Name Landis + Landis Constructors  
Oregon City Business License No. \_\_\_\_\_  
Metro Business License No. \_\_\_\_\_ \*

**I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):**

- Is in possession of a current City of Oregon City business license.
- Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

Signature of Bidder [Signature]  
Title Member

\*Note: A Metro business license is sufficient to perform work for the City provided the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

**SECTION II J**  
**CERTIFICATION OF NON-DISCRIMINATION**  
**[ORS 279A.110(A) & OAR 137-049-0440(3)]**

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date 6/27/2017  
Signature of Bidder [Signature]  
Title Member  
Contractor Name 148792 Landis + Landis Construction

---

**SECTION II K**  
**CERTIFICATION OF COMPLIANCE WITH TAX LAW**

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date 6/27/2017  
Signature of Bidder [Signature]  
Title: Member  
Contractor Name Landis + Landis Construction

**STATE OF OREGON  
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

*This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.*

*List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.*

Enter "**NONE**" if there are no subcontractors that need to be disclosed.  
(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Peter Skene Way Emergency Sanitary Sewer Repair  
 Bid Number: C17-004 Bid Closing - Date: 6/28/17 Time: 10:00

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name <u>Downing Diversified</u>	\$ <u>30,000</u>	<u>HDI</u>
Name	\$	

**Failure to submit this form by 4:00 p.m. on the day of the bid opening will result in a non-responsive bid.  
A non-responsive bid will not be considered for award.**

Form submitted by (Bidders Name): Landis + Landis Construction  
 Contact Name: Lance Landis Phone No.: 503 466-9043

**FORM II M**  
**CUSTOMER SERVICE ACKNOWLEDGMENT**

**Project Name: Peter Skene Way Emergency Sanitary Sewer Replacement**

Bid Closing: Date: 6/28/2017 Time: 10:00  AM  PM (circle one).

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(g).

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.

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

Member  
\_\_\_\_\_  
Title

Landis f Landis Construction  
\_\_\_\_\_  
Name of Firm

6/27/2017  
\_\_\_\_\_  
Date

**SECTION II N  
QUALIFICATION OF BIDDER**

Project: Peter Skene Way Emergency

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and

positions) Lance Landis - Member, TT Landis Member

Myka Landis - P/M Admin. The Contractor's superintendent at the job site will be (give full name): Jason Stepp or Lance Landis

Contractor:

Landis + Landis Construction

Name

PO Box 50 Mayhurst OR 97036

Business Address

503 466-9043

Phone Number

mlandis@llconstruction.com

Email Address

Qualifying Experience (3 comparable projects in the past 10 years):

Project Name	Cost	Location	Owner/ Owner Contact/Phone/Fax
1. SW Terwilliger Blvd Sewer Rehab	3.5 Million	Portland, OR	City of Portland - Don Poletski - 503 823-2969
2. <del>SW</del> Tabor Sewer Rehab	5.4 million	Portland OR	Erik Durshpek - 503 823 5728
3. Grant Park Sewer Rehab	3.5 million	Portland OR	Daniel Tariku - 503 823 - 7873

(Additional)

(Additional)

  
Signature of Bidder

**SECTION II O**  
**BID BOND**

Know all persons by these presents, that Landis & Landis Construction, LLC hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation or partnership duly organized under the laws of the State of Connecticut, having its principal place of business at 4000 Kruse Way Place, Lake Oswego 97035, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of Ten Percent (10%) of Bid Amount--Dollars (\$ 10% of Bid Amount) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for Peter Skene Way Emergency Sanitary Sewer Replacement, Project No. CI 17-004 said Bid Proposal, by reference thereto, being hereby made a part hereof.

Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish such Performance and Payment Bond as required by the Bidding and Contract documents within the time fixed by the Documents, then this obligation shall be void.

If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages.

Signed and sealed this 28th Day of June, 2017.

Landis & Landis Construction, LLC

---

Principal

By: [Signature] Landis 6/23/17

Travelers Casualty and Surety Company of America

Counter Signed:

n/a  
Resident Agent

[Signature]  
Tamara A. Ringeisen Attorney-in-Fact

A certified copy of the Agent's Power of Attorney must be attached hereto.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231241

Certificate No. 007055879

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sara Sellin, Mike Mansfield, Donald P. Shanklin, Misti Webb, Brent E. Heilesen, Peter J. Comfort, Karen C. Swanson, Julie R. Truitt, Christopher Kinyon, Jamie L. Diemer, Carley Espiritu, and Tamara A. Ringeisen

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 20 17.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.