



# Council Business Meeting

April 4, 2023

<b>Agenda Item</b>	Contract for 2023 Street Slurry Seal Projects	
<b>From</b>	Scott Fleury PE	Public Works Director
<b>Contact</b>	<a href="mailto:Scott.fleury@ashland.or.us">Scott.fleury@ashland.or.us</a>	
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

## **SUMMARY**

Before the Council is a public improvement contract for street slurry seal project #2020-05. Slurry seals are an important street maintenance activity that improve the roadway surfaces, protect the underlying pavement, and extend life on residential roads. On February 23, 2023 at 2:00 p.m. bids submitted for the Slurry Seal Project were opened and publicly read. Bids were received from four contractors with Doolittle Construction Inc. providing the low bid at \$379,379. If the contract is approved staff will work with the contractor to develop a schedule to perform onsite activities this spring/summer.

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals:

Essential Services

- Streets

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs.
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

## **PREVIOUS COUNCIL ACTION**

Slurry seal projects are completed as part of the street maintenance program. During each budget biennium the Council has been asked to award contracts for slurry seal maintenance activities. The last slurry seal contract was awarded by Council on June 16, 2020 ([Staff Report](#), [Minutes](#)).

## **BACKGROUND AND ADDITIONAL INFORMATION**

**Bidding Procedure:** The 2023 Slurry Seal Project was publicly bid on January 19, 2023. Notice was given in the Daily Journal of Commerce and placed on the city's website. In addition, project plans and specifications were posted on OregonBuys, the States procurement network. Bids were opened on February 23, 2023, at 2:00 p.m. with four contractors responding. All bids were valid and contained the required bonds, documentation, and acknowledgements. Bidding information is shown on the attached proposal summary form.

**Project Description:** The Street Department has partitioned the city into zones. Roads within these zones are then identified for street repair and maintenance activities including slurry seal applications. Once the





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slurry seal list for a certain zone is developed the Street Department then performs preparatory work on the road including crack sealing and patching. Once all the roads in the zone are prepped a slurry seal project is prepared for public bid and construction. The street list for the current slurry seal project is attached for reference.

*What is slurry seal:* A slurry seal is a homogenous mixture of emulsified asphalt, water, well-graded fine aggregate and mineral filler. Slurry seals are used to fill existing pavement surface defects as either a preparatory treatment for other maintenance treatments or as a wearing course. Slurry seal application helps preserve and protect the underlying pavement structure and provide a new driving surface. Roads chosen for slurry seal applications generally have low to moderate distress and narrow crack width. Slurry seal applications serve to seal the cracks, restore lost flexibility to the pavement surface, and help preserve the underlying pavement structure.

## **FISCAL IMPACTS**

The 2022 Slurry Seal Project is funded directly by the City through the street operations maintenance fund. The established budget in the 2021-2023 biennium was \$400,000 for the slurry seal project.

## **DISCUSSION QUESTIONS**

Does the Council have any questions about Slurry Seal or the pavement maintenance process?

## **SUGGESTED NEXT STEPS**

Next steps include issuing notice to proceed after award of contract and begin coordinating the schedule of work activities with Doolittle Construction Inc.

Staff will also coordinate with the City's Communication Officer about posting appropriate information on the City's website and Street Operations staff will also coordinate neighborhood notification of construction activities and associated roadway closures.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

- I move to award a public improvement contract to Doolittle Construction Inc. for Project No. 2022-14, Street Slurry Seal, in the amount of \$379,379.
- I move to request Public Works perform a new solicitation for the street slurry seal project.
- I move to deny the contract with Doolittle Construction Inc. for the street slurry seal project.

## **REFERENCES & ATTACHMENTS**

1. Street Slurry Seal Bid Summary
2. Street Slurry Seal Project List and Map
3. Doolittle Construction Bid Form

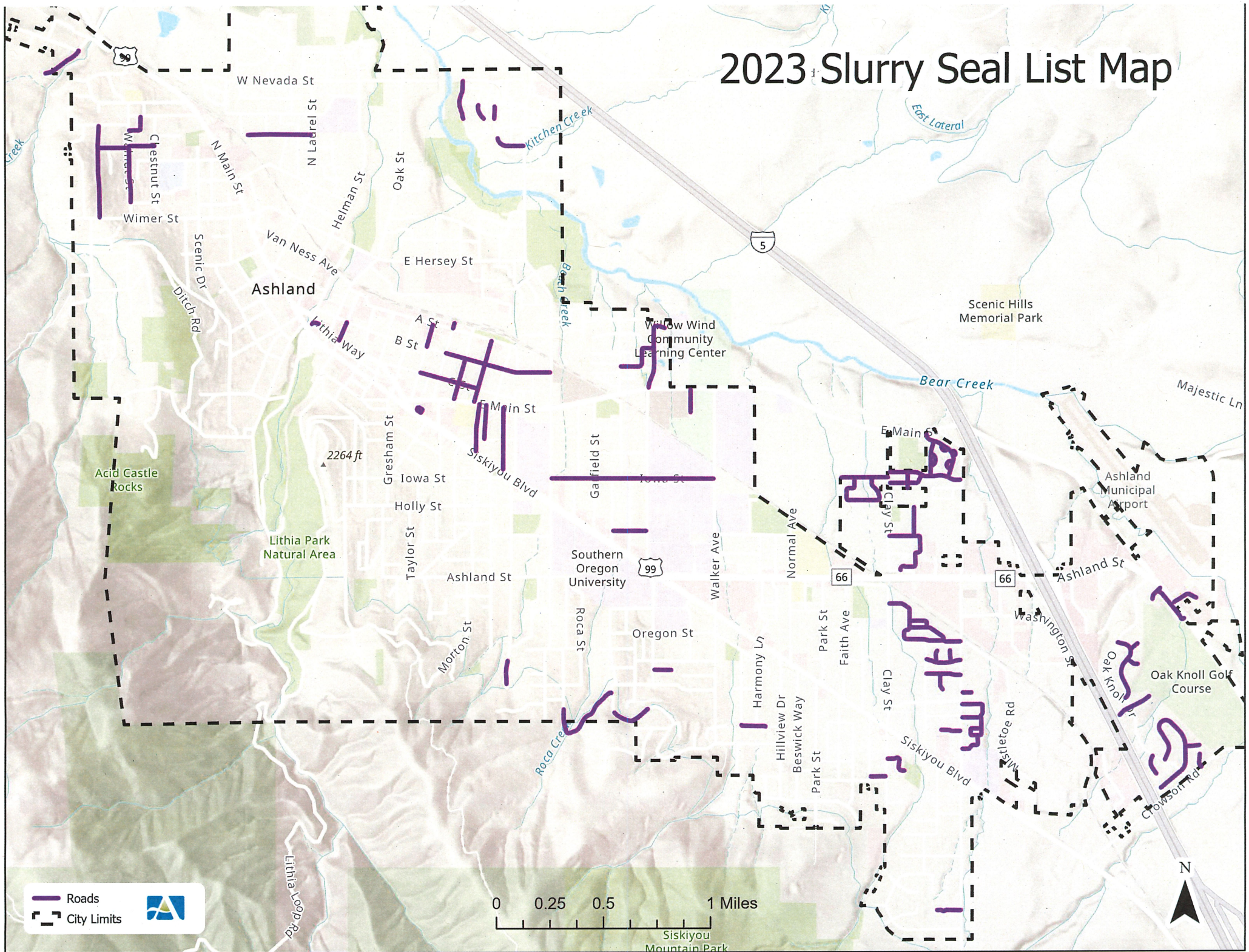
# CITY OF ASHLAND - ENGINEERING DIVISION

## SUMMARY OF PROPOSALS

Project: **Slurry Seal**  
 Project No.: **2022-14**  
 Date of Bid Opening: **February 23, 2023- 2:00 p.m., Siskiyou Conference Room**  
 No of Addendum: **(0)**

	1	2	3	4	5	6
Name of Bidder	VSS International	Intermountain Slurry Seal	Pave Northwest	Doolittle Construction		
Sum of Bid	\$497,325.00	\$520,669.72	\$533,212.68	\$379,379.00		
Name of Bonding Co.	Western Surety	Travelers	Old Republic	Philadelphia Indemnity		
Amount of Bid Bond	10%	10%	10%	10%		
Addendum Acknowledged	N/A	N/A	N/A	N/A		

# 2023 Slurry Seal List Map



**INVITATION TO BID  
FOR A PUBLIC WORKS CONSTRUCTION PROJECT**



**CITY OF ASHLAND, OREGON**



**PROJECT NAME: 2023 STREET SLURRY SEAL PROJECT**

**PROJECT NUMBER: 2022-14**

**PROJECT TYPE: Road Construction**

**BIDS DUE BY: 2:00:00 pm PST, Thursday, February 23, 2023**

**DESCRIPTION OF WORK**

**2023 Street Slurry Seal Project**  
**2022-14**  
**Road Construction**

**TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)**

Bid Closing for the work described above will be at 2:00:00 pm on the 23<sup>rd</sup> day of February 2023. Bids will be received by Scott Fleury, P.E., Public Works Director at the following time and places:

Before 2:00:00 pm on the day of Bid Closing.

For Bids submitted by mail or parcel delivery service, send to:

City of Ashland  
c/o Scott Fleury, P.E., Public Works Director  
20 E. Main Street  
Ashland, OR 97520

For Bids submitted by hand delivery, obtain a date stamp on the Bid and submit to:

City of Ashland  
c/o Scott Fleury, P.E., Public Works Director  
51 Winburn Way  
Ashland, OR 97520

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 pm on the day of Bid Closing.

**PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)**

Bid Opening for the work described above will be in the Siskiyou Room of the Community Development and Engineering Services Building, 51 Winburn Way, Ashland, Oregon, beginning at 2:00:00 pm on the day of Bid Closing.

**COMPLETION TIME LIMIT**

See Special Provisions Subsection 00180.50(h).

**CLASS OF PROJECT**

This is a *Locally Funded* Project.

**APPLICABLE SPECIAL PROVISIONS**

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the place, time, and date stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), Class of Project, or Class of Work.

**Introduction and Table of Contents**

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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In the event of a conflict during construction, resolve any discrepancies according to 00150.10(a) Order of Precedence of the 2021 ODOT Standard Specifications for Construction

**PART III – VICINITY MAP**



**CHECKLIST FOR BID SUBMITTAL**

1. Bid Schedule

- Fill in bidder information on first page
- Indicate amount of bid bond on paragraph 17
- Indicate bidder status on paragraph 24
- Indicate number of addenda received on paragraph 31
- Fill in bidder information and sign paragraph 34
- Fill in unit prices and amounts for all bid items
- Fill in total bid amount

2. First Tier Subcontractor Disclosure Form

- Fill in this form and include with bid schedule (or within 2 hours of closing).

3. Bid Bond

- Provide 10% bid bond on form included on page 49.

**CHECKLIST FOR CONTRACT SUBMITTAL**

1. Standard Public Improvement Contract
  - Fill in contractor data and certification on page 2 and 3 of the contract form.
  - Sign on page 3 of the contract form
  
2. Certifications of Representation
  - Check all items that apply and sign
  
3.  IRS Form W-9
  
4.  Exhibit D – Certification Statement for Corporation as Independent Contractor
  
5. Performance Bond
  - Provide on form provided on page 50 (or approved surety form)
  
6. Payment Bond
  - Provide on form provided on page 52 (or approved surety form)
  
7.  Insurance certifications as required by Exhibit C (page 53)

**PART I – BID & CONTRACT DOCUMENTS**



**BID AND BID SCHEDULE**

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

**NAME OF BIDDER** Doolittle Construction LLC

**CONTACT** Marc Thoreson

**ADDRESS** PO Box 1819

**CITY** Snoqualmie **STATE** WA **ZIP** 98065

**TELEPHONE NO.** 775-691-7232

**FAX NO.** \_\_\_\_\_

**EMAIL ADDRESS** mthoreson@doolittlellc.com

To the Honorable Mayor and City Council  
City Hall  
City of Ashland  
20 East Main Street  
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of the 2023 Street Slurry Seal Project No 2022-14 (hereinafter "Project") for the City of Ashland, Oregon, as shown in the contract documents on file at City Community Development Building, which are a condition of this Bid as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. 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 for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: None.
4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.
5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.
6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.
7. 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:
  - Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
  - Certificates of Insurance for Liability and property damage coverage;
  - Certificates of Coverage for Workman Compensation and unemployment insurance;
  - All other bonds, permits, licenses, etc. as required in the contract documents.
8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities

incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".
11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."
12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100
13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of any discrepancy, the amounts shown in words shall govern.
14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of five percent (5%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
15. If the proposed bid price will exceed \$50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis- Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: [https://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)
16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10%, payable to the City of Ashland, 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 Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working 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 Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.
18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].
19. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.
- The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
  - The work shall be completed in all respects within 60 calendar days from Notice to Proceed.
  - The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.
22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.
23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

- The Bidder is \_\_\_\_\_ or is not  a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland 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 Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted 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.

27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.

29. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

ADDENDUM NUMBER  THROUGH  HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.



33. Instructions for First-Tier Subcontractors Disclosure.

Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:

- The subcontractor’s name and address;
- The subcontractor’s Construction Contractor Board registration number, if one is required, and;
- The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate “NONE” on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.


**THE CITY MAY REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION WITHIN TWO HOURS OF BID CLOSING.**

**THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

**The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.**

34. Bidder Information and Signature

Doolittle Construction LLC  
Firm Name of Bidder

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

Marc Thoreson  
Printed Name of Bidder

Senior Vice President  
Official Title

Washington  
State of Incorporation

230244  
CCB Number

Dated this 23rd day of February 2023.

Name of Bidder Doolittle Construction LLC

Address PO Box 1819 Snoqualmie, WA 98065

Telephone No. 775-691-7232

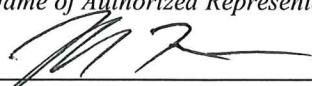
**BID SCHEDULE**  
**2023 Street Slurry Seal Project**  
**Project No. 2022-14**

Spec. No.	Item No.	Item	Bid Unit	Quantity	Unit Price	Total Price
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
00210	10	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
00225	20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$11,001.12	\$11,001.12
00280	30	EROSION CONTROL	LS	1	\$2,500	\$2,500
00290	40	POLLUTION CONTROL PLAN	LS	1	\$2,500	\$2,500
<b>WEARING SURFACES</b>						
<b>EMULSIFIED ASPHALT SLURRY SEAL SURFACING (TYPE III)</b>						
00706	50	ABBOTT AVE – CLAY ST TO TOLMAN CREEK RD	SQYD	3,386.46	\$ 2.48	\$ 8,398.42
00706	60	ACORN CIR – END OF CUL-DE-SAC TO TWIN PINES CIR	SQYD	680.60	\$ 2.48	\$ 1,687.89
00706	70	ALIDA ST – E MAIN ST TO SISKIYOU BLVD	SQYD	4,120.38	\$ 2.48	\$ 10,218.54
00706	80	APPLEGATE WAY – END OF CUL-DE-SAC TO HWY 66	SQYD	1,286.40	\$ 2.48	\$ 3,190.22
00706	90	AUGUSTA CT – END OF CUL-DE-SAC TO CYPRESS POINT	SQYD	601.97	\$ 2.48	\$ 1,492.89
00706	100	B ST – N MOUNTAIN AVE TO 5 <sup>TH</sup> ST	SQYD	6,253.50	\$ 2.48	\$ 15,508.68
00706	110	BARRINGTON CIR – END OF CUL-DE-SAC TO CROWSON	SQYD	518.74	\$ 2.48	\$ 1,286.48
00706	120	BEACH ST – END OF ASPHALT TO END OF ROAD	SQYD	1,030.56	\$ 2.48	\$ 2,555.79
00706	130	BEAVERSLIDE – WATER ST TO LITHIA WAY	SQYD	234.42	\$ 2.48	\$ 581.36
00706	140	BERRY LN – END OF CUL-DE-SAC TO GRIZZLY DR	SQYD	593.00	\$ 2.48	\$ 1,470.64
00706	150	BLUE SKY LN – END OF ROAD TO TOLMAN CREEK RD	SQYD	1,078.00	\$ 2.48	\$ 2,673.44
00706	160	BROOKS LN – CROCKER ST TO ABBOTT AVE	SQYD	1,802.57	\$ 2.48	\$ 4,470.37
00706	170	C ST – 4 <sup>TH</sup> ST TO 7 <sup>TH</sup> ST	SQYD	3,649.66	\$ 2.48	\$ 9,051.16
00706	180	CAPELLA CIR – END OF CUL-DE-SAC TO NOVA DR	SQYD	799.44	\$ 2.48	\$ 1,982.61
00706	190	CHAPMAN LN – TOLMAN CREEK RD TO END OF ROAD	SQYD	711.60	\$ 2.48	\$ 1,764.37
00706	200	CHERRY LN – WALNUT ST TO GRANT ST	SQYD	1,766.36	\$ 2.48	\$ 4,380.57
00706	210	CHITWOOD LN – END OF CUL-DE-SAC TO CLAY ST	SQYD	1,305.89	\$ 2.48	\$ 3,238.61
00706	220	CLAY CREEK WAY – TAKELMA WAY TO TAKELMA WAY	SQYD	1,501.00	\$ 2.48	\$ 3,722.48
00706	230	CREEK DR – MEADOW DR TO CLAY ST	SQYD	1,890.64	\$ 2.48	\$ 4,688.79
00706	240	CROCKER ST PARKING BAYS	SQYD	1,257.40	\$ 2.48	\$ 3,118.35
00706	250	CROCKER ST – E MAIN ST TO ABBOTT AVE	SQYD	1,919.52	\$ 2.48	\$ 4,760.41
00706	260	CUB CIR – END OF CUL-DE-SAC TO GRIZZLY DR	SQYD	402.56	\$ 2.48	\$ 998.35
00706	270	CYPRESS POINT LP – AUGUSTA CT TO OAK KNOLL DR	SQYD	4,538.03	\$ 2.48	\$ 11,254.31
00706	280	DEWEY ST – BLAINE ST TO E MAIN ST	SQYD	1,838.97	\$ 2.48	\$ 4,560.62
00706	290	DOLLARHIDE WAY – ABBOTT AVE TO CLAY ST	SQYD	2,103.02	\$ 2.48	\$ 5,215.49
00706	300	DREW LN – SPRING WAY TO SPRING WAY	SQYD	624.04	\$ 2.48	\$ 1,547.62
00706	310	E PEBBLE BEACH DR – END OF CUL-DE-SAC TO OAK KNOLL DR	SQYD	900.43	\$ 2.48	\$ 2,233.07
00706	320	EAGLE CREEK LN – SPRING WAY TO TOLMAN CREEK RD	SQYD	1,207.24	\$ 2.48	\$ 2,993.96
00706	330	ENGLE ST – END OF ROAD TO ABBOTT AVE	SQYD	700.14	\$ 2.48	\$ 1,736.35
00706	340	ENGLE ST – END OF ROAD TO VILLARD ST	SQYD	1,439.33	\$ 2.48	\$ 3,569.34
00706	350	FAIRWAY CT – END OF CUL-DE-SAC TO TWIN PINES CIR	SQYD	640.55	\$ 2.48	\$ 1,588.56
00706	360	FIELDER ST – INDIANA ST TO END OF ROAD	SQYD	760.00	\$ 2.48	\$ 1,884.80
00706	370	FIFTH ST – A ST TO ALLEY	SQYD	200.42	\$ 2.48	\$ 497.04
00706	380	FOURTH ST – B ST TO A ST	SQYD	2,256.83	\$ 2.48	\$ 5,596.54
00706	390	FOX ST – END OF ROAD TO ASHLAND MINE RD	SQYD	1,251.11	\$ 2.48	\$ 3,102.35
00706	400	GRIZZLY DR – JAQUELYN ST TO TOLMAN CREEK RD	SQYD	1,758.86	\$ 2.48	\$ 4,361.97
00706	410	IOWA ST – S MOUNTAIN AVE TO WALKER AVE	SQYD	8,671.44	\$ 2.48	\$ 21,505.17

00706	420	KESTREL PARKWAY - END OF ROAD TO E NEVADA ST	SQYD	2,208.27	\$ 2.48	\$ 5,476 <sup>51</sup>
00706	430	LEE ST - BRIDGE ST TO WIGHTMAN ST	SQYD	1,942.52	\$ 2.48	\$ 4,817 <sup>45</sup>
00706	440	MCCALL DR - END OF ROAD TO CLAY ST	SQYD	2,171.33	\$ 2.48	\$ 5,384 <sup>90</sup>
00706	450	MEADOW DR - END OF ROAD TO CREEK DR	SQYD	3,423.91	\$ 2.48	\$ 8,491 <sup>30</sup>
00706	460	MICKELSON WAY - CLAY CREEK WAY TO TAKELMA WAY	SQYD	833.68	\$ 2.48	\$ 2,067 <sup>53</sup>
00706	470	MILL POND RD - WIGHTMAN ST TO FORDYCE ST	SQYD	2,659.20	\$ 2.48	\$ 6,594 <sup>82</sup>
00706	480	MOHAWK ST - MARY JANE AVE TO CLAY ST	SQYD	664.44	\$ 2.48	\$ 1,647 <sup>81</sup>
00706	490	MORTON ST - E MAIN ST TO SISKIYOU BLVD	SQYD	2,564.64	\$ 2.48	\$ 6,360 <sup>31</sup>
00706	500	MOUNTAIN MEADOWS DR - END OF ROAD TO N MOUNTAIN AVE	SQYD	1,328.97	\$ 2.48	\$ 3,295 <sup>85</sup>
00706	510	N PIONEER ST - B ST TO LITHIA WAY	SQYD	1,383.43	\$ 2.48	\$ 3,430 <sup>91</sup>
00706	520	N WIGHTMAN ST - END OF CUL-DE-SAC TO E MAIN ST	SQYD	4,000.38	\$ 2.48	\$ 9,920 <sup>99</sup>
00706	530	NOVA DR - JAQUELYN ST TO TOLMAN CREEK RD	SQYD	1,744.31	\$ 2.48	\$ 4,325 <sup>89</sup>
00706	540	OAK HILL CIR - END OF CUL-DE-SAC TO HWY 66	SQYD	935.15	\$ 2.48	\$ 2,319 <sup>17</sup>
00706	550	OLD MILL WAY - SPRING HILL DR TO TOLMAN CREEK RD	SQYD	996.67	\$ 2.48	\$ 2,471 <sup>24</sup>
00706	560	OTIS ST - END OF CUL-DE-SAC TO N LAUREL ST	SQYD	3,209.81	\$ 2.48	\$ 7,960 <sup>33</sup>
00706	570	PATTON LN - END OF ROAD TO FAIR OAKS AVE	SQYD	554.89	\$ 2.48	\$ 1,376 <sup>13</sup>
00706	580	PINECREST TERR - ELKADER ST TO STARLITE PL	SQYD	5,531.67	\$ 2.48	\$ 13,718 <sup>54</sup>
00706	590	PRIM ST - WIMER ST TO TUCKER ST	SQYD	4,201.82	\$ 2.48	\$ 10,420 <sup>31</sup>
00706	600	ROSS LN - GARDEN WAY TO END OF ASPHALT	SQYD	634.67	\$ 2.48	\$ 1,573 <sup>98</sup>
00706	610	SALISHAN CT - END OF CUL-DE-SAC TO OAK KNOLL DR	SQYD	825.98	\$ 2.48	\$ 2,048 <sup>43</sup>
00706	620	SARATOGA LN - END OF ROAD TO TOLMAN CREEK RD	SQYD	318.00	\$ 2.48	\$ 788 <sup>64</sup>
00706	630	SEVENTH ST - E MAIN ST TO A ST	SQYD	4,122.06	\$ 2.48	\$ 10,222 <sup>31</sup>
00706	640	SIXTH ST - E MAIN ST TO B ST	SQYD	2,761.37	\$ 2.48	\$ 6,848 <sup>20</sup>
00706	650	SPRING HILL DR - END OF ROAD TO TOLMAN CREEK RD	SQYD	645.32	\$ 2.48	\$ 1,606 <sup>29</sup>
00706	660	SPRING WAY - SPRING HILL DR TO EAGLE CREEK LN	SQYD	948.90	\$ 2.48	\$ 2,353 <sup>22</sup>
00706	670	ST ANDREWS CT - END OF CUL-DE-SAC TO OAK KNOLL DR	SQYD	1,070.35	\$ 2.48	\$ 2,654 <sup>47</sup>
00706	680	STONERIDGE AVE - END OF ROAD TO FAIR OAKS AVE	SQYD	637.00	\$ 2.48	\$ 1,529 <sup>26</sup>
00706	690	TAKELMA WAY - TOLMAN CREEK RD TO CLAY ST	SQYD	6,665.56	\$ 2.48	\$ 16,530 <sup>59</sup>
00706	700	TWIN PINES CIR - OAK KNOLL DR TO OAK KNOLL DR	SQYD	4,229.57	\$ 2.48	\$ 10,489 <sup>23</sup>
00706	710	VILLARD ST - CALY ST TO ENGLE ST	SQYD	1,439.33	\$ 2.48	\$ 3,569 <sup>54</sup>
00706	720	W PEBBLE BEACH DR - END OF CUL-DE-SAC TO OAK KNOLL DR	SQYD	539.12	\$ 2.48	\$ 1,337 <sup>03</sup>
00706	730	WALNUT ST - WILEY ST TO LUNA VISTA ST	SQYD	1,836.00	\$ 2.48	\$ 4,553 <sup>28</sup>
00706	740	WEDGEWOOD LN - OAK HILL CIR TO HWY 66	SQYD	1,356.81	\$ 2.48	\$ 3,364 <sup>89</sup>
00706	750	WILEY ST - PRIM ST TO CHESTNUT ST	SQYD	3,277.01	\$ 2.48	\$ 8,126 <sup>98</sup>
		<b>EMULSIFIED ASPHALT SLURRY SEAL SURFACING (TYPE I)</b>				
00706	760	FIRE STATION #1 PARKING LOT	SQYD	553.33	\$ 5.00	\$ 2,766 <sup>55</sup>

**BID TOTAL**

**\$379,379.00**

Marc Thoreson three hundred seventy nine thousand three hundred seventy nine dollars  
*Name of Authorized Representative* *Total Written in Dollars*  
 2/23/23  
*Authorized Representative Signature* *Date*

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

### INSTRUCTIONS

#### Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 11:00 a.m. after a 9:00 a.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and either:
  - Deliver to the following address where it can be time and date stamped  
  
City of Ashland  
Community Development and Engineering Services Building  
51 Winburn Way  
Ashland, OR 97520, or
  - FAX it to (541) 488-6006.

The Agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

#### Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement project in the "Notice to Contractors", or in other advertisement or solicitation documents is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project Bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project Bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening Bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Agency's cost range is greater than \$100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If the Agency's cost range is greater than \$100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

**THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.**

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

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name** 2023 Street Slurry Seal Project

**Project Number** 2022-14

**Bid Opening Date** 2/23/23

**Name of Bidding Contractor** Doolittle Construction LLC

*CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

**EXHIBIT E  
BONDS  
CITY OF ASHLAND  
STANDARD PUBLIC IMPROVEMENT CONTRACT**

**BID BOND**

We, Doolittle Construction LLC, a corporation or partnership duly organized under the laws of the State of WA, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Philadelphia Indemnity Insurance Company, a corporation or partnership duly organized under the laws of the State of PA, and authorized to transact business in the State of Oregon, as "**SURETY**,"

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of (\$ \_\_\_\_\_) ten percent (10%) of the total amount bid----- Dollars.


The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the 2023 STREET SLURRY SEAL PROJECT No. 2022-14, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 23rd day of February, 20 23.

Philadelphia Indemnity Insurance Company      Doolittle Construction LLC

Surety	Principal
<u>PO Box 3018</u>	<u>PO Box 1819</u>
<u>Address</u>	<u>Address</u>
<u>Boothell, WA 98041</u>	<u>Snoqualmie, WA 98065</u>

By:       By: \_\_\_\_\_  
Jim S. Kuich

Attorney -in-Fact

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

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Steven M. Wagner, Michael A. Murphy, Jim W. Doyle, Chad M. Epple, Jim S. Kuich, Julie M. Glover, Theresa A. Lamb, Danielle Enriquez, Sarah H. Behrens, Emma C. Doleshel and Heather L. Allen of HUB International Northwest, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

*John Glomb*  
John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*

Commonwealth of Pennsylvania - Notary Seal  
Vanessa McKenzie, Notary Public  
Montgomery County  
My commission expires November 3, 2024  
Commission number 1366394  
Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23<sup>rd</sup> day of February, 2023



*Edward Sayago*  
Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

