

Council Business Meeting

September 17, 2019

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|--------------------|--|--|
| Agenda Item | Approval of a Construction Contract with West Coast Pipeline, for the Oak Street Waterline Replacement Project (PW 2018-32) | |
| From | Paula C. Brown, PE Chance Metcalf | Public Works Director Project Manager |
| Contact | paula.brown@ashland.or.us ; (541) 552-2411 chance.metcalf@ashland.or.us ; (541) 552-2448 | |

SUMMARY

Before Council, acting as the Local Contract Review Board, is approval of a construction contract with West Coast Pipeline, for the Oak Street Waterline Replacement Project with a total contract amount of \$346,462.50.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Goal 1: Develop current and long-term budgetary resilience -- Evaluate revenue streams
- Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
- Goal 3: Enhance and improve transparency and communication
 - Develop a robust program to engage with Ashland citizens about City priorities and our progress on those priorities...

Maintain *Essential Services*

- *Drinking Water System*

Continue to leverage resources to develop and/or enhance *Value Services*

- *Water Conservation*

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

Council approved the Capital Improvements Program (CIP) on April 2, 2019. The CIP includes the construction of Oak Street Waterline Replacement in the 2019-21 biennium. Likewise, the 2019-21 Biennial Budget (BN) included this project in the Water fund for \$400,000 in the first year (2019-20).

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland released the Invitation to Bid (ITB) documents resulting in a public improvement contract for supplying all labor, equipment, and materials necessary to construct the Oak Street Waterline Replacement Project No. 2018-32. This project includes, but is not limited to the following major work items: earthwork, replacement of waterline infrastructure, and asphalt concrete paving. The ITB was posted on the Oregon Procurement Information Network (ORPIN) on August 6, 2019, and documents were also on file at the City in the Community Development Building at 51 Winburn Way. Bids were received and opened on September 3, 2019. Five bids were received from Britannia Excavation, Kogap Enterprises, Knife River

Materials, Central Pipeline, and West Coast Pipeline, all deemed responsive. West Coast Pipeline provided the lowest bid.

| Oak Street Waterline Replacement Project (2018-32) | | | | |
|---|-------------------------|------------------------------|--------------------------|-----------------------------|
| West Coast Pipeline | Central Pipeline | Knife River Materials | Kogap Enterprises | Britannia Excavation |
| \$346,462.50 | \$347,151.00 | \$404,757.00 | \$417,858.00 | \$503,938.69 |

FISCAL IMPACTS

The 2019-21 Water Division BN includes funds for contracted services (capital improvement program) in the amount of \$400,000 for this project. The Oak Street Waterline Replacement Project was designed in-house. Staff’s construction estimate for the Oak Street Waterline Replacement Project was \$404,225. The bid amount is \$57,762 below the engineer’s estimate and well within the budgeted amount.

STAFF RECOMMENDATION

Staff recommends approval of a construction contract with West Coast Pipeline for the Oak Street Waterline Replacement Project for a contract amount of \$346,462.50.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council, acting as the Local Contract Review Board, has the option to approve this contract or refer action back to staff to rebid the project or request that the project not be constructed.

Potential motions include:

1. I move to approve the construction contract with West Coast Pipeline for the Oak Street Waterline Replacement Project for a contract amount of \$346,462.50.
2. I move to direct staff to develop a new solicitation and construction bid for this project.
3. I move that Council remove this priority project from the current Capital Improvements Project list and not make the improvements to the Oak Street Waterline Replacement Project.

REFERENCES & ATTACHMENTS

Attachment 1: Public Improvement Contract Between the City and West Coast Pipeline



**PUBLIC IMPROVEMENT CONTRACT
FOR
OAK STREET WATERLINE REPLACEMENT**

PROJECT NO. 2018-32

This Public Improvement Contract (hereinafter “Contract”) is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter “City”), and West Coast Pipeline LLC (hereinafter “Contractor”).

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City’s Project Manager for this Contract is:

Chance Metcalf, City of Ashland Public Works Engineering Department.

2. WORK:

2.1. The Work under this Contract is for the *Oak Street Waterline Replacement Project No. 2018-32* as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows: The installation of approximately 2628 linear feet of 8-inch ductile iron waterline along with related fittings and appurtenances. The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. Contractor shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the *Oak Street Waterline Replacement Project No. 2018-32*. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the “Effective Date”). All Work under this Contract shall, unless otherwise terminated or extended, be completed by November 22, 2019 following Contractor’s receipt of the written Notice to Proceed.

4. CONSIDERATION

- 4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of **\$346,462.50** for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.
- 4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City’s payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR’S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

- 5.1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- 5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- 5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- 5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- 5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are

necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- 5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- 5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- 5.9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in-persona* jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____ Fax: _____

Address _____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License # _____ Construction Contractors Board # _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship _____
Partnership _____ Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts (**Exhibit A**) together with **Exhibits B through J** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2018 Standard Specifications for Construction, as amended by the City of Ashland’s most recent Addenda to the 2018 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A**, in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

Signature/Title

Printed name

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

City Administrator, City of Ashland

Date

ATTACHMENTS: Certificate of Representation
 Standard Terms & Conditions
 Bid Schedule
 Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

- (a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and
- (b) Contractor is not subject to backup withholding because
 - (i) it is exempt from backup withholding or
 - (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that
 - (a) it has the power and authority to enter into and perform the work,
 - (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and
- (c) The work under the Contract shall be performed in accordance with the highest professional standards, and
- (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:
 - _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
 - _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
 - _____ (3) Telephone listing is used for the business separate from the personal residence listing.
 - _____ (4) Labor or services are performed only pursuant to written contracts.
 - _____ (5) Labor or services are performed for two or more different persons within a period of one year.
 - _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

Date

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: ***Oak Street Waterline Replacement No. 2018-32***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor’s obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
3. This bond is subject to claims under ORS 279C.380 through 279C.390.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20__.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____
By: _____
Title: _____
Legal Address: _____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____
By: _____
Title: _____
Legal Address: _____

Attest: _____
Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: ***Oak Street Waterline Replacement No. 2018-32***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor’s obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.
3. This bond is subject to claims under ORS 279C.600 through 279C.620.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20__.

WITNESS:

(Corporate Seal)

CONTRACTOR:

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

CITY OF ASHLAND



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 Justin W Aplin West Coast Pipeline LLC
CONTACT Justin Aplin
ADDRESS 5924 Upton Rd
CITY Central Point STATE Oregon ZIP 97502
TELEPHONE NO. 541-941-6070
FAX NO. 541-665-0243
EMAIL ADDRESS Justin@wcpipe.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 Oak Street Waterline Replacement Project No 2018-32 (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.

- i. 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
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 1690, 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 by November 22, 2019 after 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 Xdep 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 1 THROUGH 2 HAVE BEEN REVIEWED

Julie 8/29/2019

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

West Coast Pipeline LLC
Firm Name of Bidder



[Signature]
Signature of Bidder

Justin W Aplin
Printed Name of Bidder

owner of West Coast Pipeline
Official Title

Ore - LLC
State of Incorporation

CCB# 172166
CCB Number

Dated this 28 day of August 2019.

Name of Bidder Justin W Aplin West Coast Pipeline LLC

Address 5924 Upton Rd Central Point, OR 97502

Telephone No. 541-941-6070



5924 Upton Rd
Central Point, OR 97502

541-941-6079

BID SCHEDULE
Oak Street Waterline Replacement
Project No. 2018-32

| No. | Description | Spec. # | Qty | Unit | Unit Price Bid | Total Price Bid |
|--------------|---|---------|------|-------------|----------------------|-----------------------|
| 1 | Mobilization (Not to Exceed 8%) | 00210 | 1 | Lump Sum | 10,000 ⁰⁰ | 10,000 ⁰⁰ |
| 2 | Construction Survey Work | 00305 | 1 | Lump Sum | 4100 ⁰⁰ | 4100 ⁰⁰ |
| 3 | Temporary Work Zone Traffic Control, Complete | 00225 | 1 | Lump Sum | 8000 ⁰⁰ | 8000 ⁰⁰ |
| 4 | Erosion Control | 00280 | 1 | Lump Sum | 2100 ⁰⁰ | 2100 ⁰⁰ |
| 5 | Rock Excavation | 00330 | 1 | Cubic Yard | 200 ⁰⁰ | 200 ⁰⁰ |
| 6 | Trench, Level 3, 1/2-0" HMAC 4" Thickness | 00495 | 311 | Square Yard | 35 ⁰⁰ | 10,885 ⁰⁰ |
| 7 | Cold Plane Pavement Removal | 00620 | 1826 | Square Yard | 4 ⁰⁰ | 7304 ⁰⁰ |
| 8 | Aggregate Shoulders, Parking, Staging area | 00640 | 833 | Square Yard | 35 ⁰⁰ | 2915 ⁵⁰ |
| 9 | 1/2 Street Inlay Level 3, 3/4"-0" HMAC 2" Thickness | 00744 | 1826 | Square Yard | 14 ⁰⁰ | 25,564 ⁰⁰ |
| 10 | Bollard | 00815 | 1 | Each | 400 ⁰⁰ | 400 ⁰⁰ |
| 11 | Force Balanced Flex-Tend Coupler | 01140 | 2 | Each | 9000 ⁰⁰ | 18000 ⁰⁰ |
| 12 | 8-inch Class 54 Ductile Iron Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill CLASS E BACKFILL | 01140 | 2673 | Linear Foot | 78 ⁰⁰ | 208,494 ⁰⁰ |
| 13 | Ductile Iron Pipe Elbow 11.5, 22.5, and 90 | 01140 | 15 | Each | 500 ⁰⁰ | 7500 ⁰⁰ |
| 14 | Ductile Iron Pipe Tees, 8" x 8" x 8" | 01140 | 2 | Each | 500 ⁰⁰ | 1000 ⁰⁰ |
| 15 | Ductile Iron Pipe Tees, 8" x 6" x 8" | 01140 | 3 | Each | 500 ⁰⁰ | 1500 ⁰⁰ |
| 16 | 8-inch Gate Valve | 01150 | 6 | Each | 1800 ⁰⁰ | 10,800 ⁰⁰ |
| 17 | 6-inch Gate Valves | 01160 | 3 | Each | 1300 ⁰⁰ | 3900 ⁰⁰ |
| 18 | Hydrant Assemblies | 01160 | 3 | Each | 5500 ⁰⁰ | 16,500 ⁰⁰ |
| 19 | Polyethylene Encasement | | 100 | Linear Foot | 5 ⁰⁰ | 500 ⁰⁰ |
| 20 | 90 Degree Pipe Supports | | 4 | Each | 1700 ⁰⁰ | 6800 ⁰⁰ |
| Total | | | | | 346,462.50 | |

to com
CM
Per 2nd Addendum

Justin
Name of Authorized Representative

Three Hundred Forty Six thousand Four Hundred Sixty Two Dollars & 50/100
Total Written in Dollars

[Signature]
Authorized Representative Signature

9-3-2019
Date

Owner Wapac

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 Oak Street Waterline Replacement

Project Number 2018-32

Bid Opening Date September 3rd 2019 @ 2:00pm

Name of Bidding Contractor West Coast Pipeline 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 | <u>Grabowsky Paving LLC</u> | Dollar Amount |
| Category of Work | <u>A/C PAVING</u> | <u>29,000⁰⁰</u> |
| Firm Name | <u>Ferguson Ent</u> | Dollar Amount |
| Category of Work | <u>Pipe Supplier</u> | <u>150,000⁰⁰</u> |
| Firm Name | <u>Knife River</u> | Dollar Amount |
| Category of Work | <u>Grinder / A/C Grinding</u> | <u>5000⁰⁰</u> |
| Firm Name | <u>Viking Concrete Cutting</u> | Dollar Amount |
| Category of Work | <u>Saw Cutting</u> | <u>2100⁰⁰</u> |
| 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)

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

We, West Coast Pipeline, LLC., a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "PRINCIPAL," and,

We, Merchants National Bonding, Inc., a corporation or partnership duly organized under the laws of the State of Iowa, and authorized to transact business in the State of Oregon, as "SURETY,"

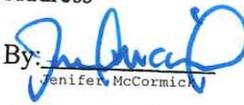
hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (OBLIGEE) the sum of (\$ 10% of total amount bid) Ten percent of total amount bid Dollars.

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 Oak Street Waterline Replacement No. 2018-32, 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 15th day of August, 2019.

| | |
|--|--|
| Merchants National Bonding, Inc. | <u>West Coast Pipeline, LLC.</u> |
| Surety | Principal |
| PO Box 14498 Des Moines, IA 50306 | <u>5924 Upton Rd Central Point, OR 97502</u> |
| Address | Address |

By:  By: 

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Connor Davidson; James S Ewald; Jeanette Simmons; Jenifer McCormick; Marc Baker; Wolter VanDoorninck

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of February, 2018.

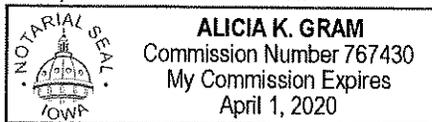


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of February 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of August, 2019.



William Warner Jr.

Secretary