



Caging and Fence Construction, Repair and Maintenance

RFB 13-2198

Metro Oregon Zoo

600 NE Grand Ave.
Portland, OR 97232
503-797-1700

Project Manager

Randy Whitworth
Randy.Whitworth@oregonzoo.org
503-220-5720

Procurement Analyst

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503-797-1809

Notice is hereby given that bids for RFB 13-2198 for Caging and Fence construction, repair and maintenance shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. on October 4, 2012. It is the sole responsibility of the bidder to ensure that Metro receives the Bid by the specified date and time. All late Bids shall be rejected. Bidders shall review all instructions and contract terms and condition.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Public Improvement Project Request for Bid (RFB 13-2198)

Metro's Oregon Zoo hereby requests sealed bids for Caging and Fence construction, repair and maintenance. Bids are due (postmarks and faxes are not accepted for formal bids) no later than the date and time indicated on the RFB cover page, at Metro, 600 NE Grand Avenue, Portland, OR 97232. All bids must be submitted in sealed envelopes that clearly identify the item(s) as stated in the RFB. First Tier Subcontractor and Good Faith Effort forms are required from all bidders within two (2) hours of the bid closing time or the bid will be considered non-responsive.

Bidding documents, (including plans and specifications depicting the work) may be viewed at the Metro website, www.oregonmetro.gov under "Doing Business".

All bids must conform to the RFB format and be complete including the use of any required forms. Metro may accept or reject any or all bids, in whole or in part, or waive irregularities not affecting substantial rights if such action is deemed in the public interest.

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

Metro extends equal opportunity to all persons and specifically encourages minority, women-owned, and emerging small businesses to access and participate in this and all Metro projects, programs and services.

This project will be subject to prevailing wage requirements as established by the Oregon Bureau of Labor and Industries (BOLI). By submitting a bid, all bidders certify that they will pay and comply with minimum prevailing wage requirements of ORS 279C.800-279C.870.

For all construction projects over \$25,000, all bidders must be appropriately licensed with the Construction Contractors Board or the State Landscape Contractors Board. (ORS 279C.365 (1)(k)).

Metro Code provisions 2.04.100 and 200 require all Bidders to follow and document a specific good faith outreach effort to State certified Minority, Women and Emerging Small Businesses. Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required within two (2) hours of Bid closing.

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INVITATION TO BID

Metro is requesting bids for Caging and Fence Construction, Repair and Maintenance at the Oregon Zoo. Sealed bids must be enclosed in a sealed envelope and mailed or delivered to Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time in Room 375.

Description of Work

General description of work consists of the following:

- Construction and design assistance for animal caging, enclosures, transfer chutes and fencing.
- Installation, repairs and maintenance of animal caging, animal enclosures and fencing.
- Construction and design assistance for perimeter fencing.
- Installation, repairs and maintenance of perimeter fencing.
- Estimating and quoting specific jobs.
- 24 hour emergency services.
- Shop drawings when required.

Complete services and specifications are defined in Attachment "A" Scope of Work.

The term of the contract contemplated is October, 2012 to September, 2015, with the option of two, one-year extensions at Metro's discretion. Metro reserve the right to award multiple contracts and/or additional contracts for the Oregon Zoo and other Metro locations from this RFB.

Qualifications

1. Experience:
 - For animal caging, enclosures, transfer chutes and fencing, Contractor must have five (5) or more years of documented experience working in zoos for construction, repairs, installation and fabrication of animal cages, transfer chutes, chain link and mesh animal enclosures and chain link fencing.
 - For perimeter fencing, Contractor must have five (5) or more years of documented experience working in construction, repairs, and installation of chain link fencing.
2. Contractor must be currently registered with the State of Oregon's Construction Contractor's Board, as of the due date set for receipt of bids.
3. Contractor must provide 24 hour emergency service that includes one (1) hour response time to the following locations:
 - Oregon Zoo, 4001 SW Canyon Road, Portland, Oregon 97221
 - Johnston Creek Center for Species Survival, 17255 S McCubbin Road, Oregon City, Oregon 97045.A 24 hour contact name and number must be provided with award.
4. Sufficient materials must be available at such place of business to make reasonably anticipated emergency repairs to fences and/or animal enclosures on a twenty-four hour, seven day week basis.
5. Contractor shall self perform all aspects of work with own workman's compensation covered employees, without dependence on subcontractors.
6. Qualifications, references and documented experience shall be supplied with bid. Metro reserves the right to evaluate, approve or reject firms on the basis of their review.

Based on qualifications, potential bidders can submit a bid on either the animal caging or perimeter fencing, or both.

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INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids for Caging and Fence Construction, Repair and Maintenance. Bids must be enclosed in a sealed envelope and mailed or delivered to, Metro, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Karen Slusarenko RFB 13-2198.

All bids must be received no later than the date and time indicated on the RFB cover page, and will be publicly opened and read at that time. First Tier Subcontractor and Good Faith Effort forms are due from all bidders within two (2) hours of the bid closing time or the bid will be considered non-responsive. A bid may not be submitted by facsimile (FAX) transmittal or electronically by email.

The outside of the envelope shall plainly identify the subject of the Bid, the opening date, and the Bid number.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. All blank spaces must be completed. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the Bid, or their authorized representative.

Written amounts shall be shown in both words and figures. Words shall govern in cases of discrepancy between the amounts stated in words and the amounts stated in figures.

All bids must be on the form furnished by Metro or they may be rejected by Metro. Where plans and specifications are attached to the bid, the Bidder must return them with the bid response.

COST OF BID

This Request for Bid does not commit Metro to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid.

ERRORS/OMISSIONS

Any Bid may be deemed non-responsive by the Procurement Officer if it is: Not on the Bid forms provided; contains errors or omissions, erasures, alterations, or additions of any kind; proposes prices which are unsolicited or obviously unbalanced; or not in complete conformance with any and all conditions of the bidding documents.

ADDENDA TO PLANS OR SPECIFICATIONS

Requests for additional information or interpretation of the contract documents shall be delivered to the Karen Slusarenko, Karen.Slusarenko@oregonmetro.gov, in writing at least five (5) business days prior to the Bid opening date and time. If, in the opinion of Metro, additional information or interpretation is needed by the Bidders, an addendum will be issued to all known specification holders. The provisions of any written addenda issued by the Procurement Officer at least seventy two (72) hours prior to the Bid opening date and time shall be binding upon the Bidders, and failure of a Bidder to obtain such addenda shall not excuse compliance therewith by the successful bidder.

MODIFICATION OF BID

An offer to modify the bid that is received from the successful Bidder after award of contract that makes the terms of the Bid more favorable or advantageous to Metro will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing over the signature of the Bidder.

WITHDRAWAL OF BIDS

A Bidder may withdraw its bid in person, or by written or telegraphic request, which are received prior to the scheduled closing time for filing Bids. A bid may not be withdrawn by facsimile (FAX). Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after the scheduled closing time for filing Bids.

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LATE BID

Bids received after the scheduled closing time for filing Bids will be returned to the Bidder unopened, unless such closing time is extended by Metro in writing.

EXECUTION

Each Bid shall give the Bidder's full business address and bear its legal signature.

Bids by partnerships must list the full name of all partners and be signed by a partner or agent authorized to execute the contract on behalf of the partnership and identified by printed name and title.

Bids by corporations must bear the legal name of the corporation, the name of the state of incorporation, and the signature of the officer or agent authorized to legally bind the corporation.

Upon request by Metro, satisfactory evidence of the authority of the partner or officer shall be furnished.

If an agent who is not an officer of the corporation or a member of the partnership signs the Bid, a notarized Power of Attorney must be on file with Metro prior to the opening of Bids or be submitted with the Bid. Without such notice of authority, the Bid shall be considered improperly executed, defective and therefore non-responsive.

A Bid submitted by a joint venture must include a certified copy of the terms and conditions of the agreement creating the joint venture.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

It is understood that the Bidder, before submitting a Bid, has made a careful examination of the plans, specifications, and contract; that it has fully informed itself as to the quality and quantity of materials and the character of the work required; and that it has made a careful examination of the location and condition of the work and the sources of supply for materials.

COMPLIANCE

Each Bidder shall inform itself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

ELIGIBILITY

Prior to submitting a Bid, all Bidders (and subcontractors of bidders) on public works/construction projects are required to be appropriately registered with the State of Oregon Construction Contractors Board pursuant to ORS 701.035.

EQUAL EMPLOYMENT AND NONDISCRIMINATION

Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

PERMITS AND LICENSES

Metro/Oregon Zoo will secure and pay for all construction permits under the Facilities Permit Program as needed. The Contractor shall receive a Notice to Proceed once all Owner secured permits have been issued by the relevant regulatory agencies.

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CONFLICT OF INTEREST

A Bidder filing a bid thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this Bid or has participated in contract negotiations on behalf of Metro; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for Bids; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

IMMATERIAL VARIANCES

Metro reserves the right to determine whether equipment or materials that comply substantially in quality and performance with the specifications are acceptable to Metro, and whether any variance listed by the Bidder in a bid is material or immaterial.

LATEST MODEL

Parts and materials must be new, of latest model, of current date, and meet specifications. This provision excludes all surplus, remanufactured, and used products, unless such material is proposed in lieu of items specified.

"OR APPROVED EQUAL" CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

1. Bidder shall submit as part of their Bid, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same. If the product contains chemical properties, the relevant Material Safety Data Sheets (MSDS) shall be included to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release.
2. Metro may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
3. Metro shall in its sole discretion determine if an item submitted as an alternate or approved equal is "equal" or "equivalent".

RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this contract document.

RECYCLED PRODUCTS AS BID ITEMS

Oregon Law (ORS 279A.125) requires Metro and all public agencies to give preference to materials and supplies manufactured from recycled materials.

All Bidders are therefore required to specify the exact or minimum percentage of recycled paper and fiber type in all paper products or recycled content in all other products offered, plus both the post-consumer and secondary waste content of the products offered.

Only Bids submitted with such information shall receive preference consideration and post Bid declaration or discovery shall not be allowed.

TERMS

A Bid may be rejected if it requires payment in less than thirty (30) calendar days after an approved invoice date or if it requires payment, in whole or in part, less than fifteen (15) days after invoice approval prior to delivery.

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PRICES

All prices submitted shall be firm during the contract period. If unit prices are requested, they should be provided for each unit on which there is a Bid. In case of mistake in extension of price, unit prices shall govern. All prices shall be Freight on Board (F.O.B.) the destination designated by Metro.

WARRANTY/GUARANTY

Each Bid for the furnishing of materials and equipment shall provide an explanation of both the Bidder's and manufacturer's warranties on materials and workmanship.

Every Bid shall indicate any warranty costs to Metro, including but not limited to, all parts, labor, and shipping costs required for compliance with any specific requirement(s) contained in the special conditions.

Each Bidder on a public works/construction project shall provide at minimum a one-year guaranty on all materials and workmanship.

SERVICE

Each Bidder shall furnish detailed information on any service facilities, locations, and procedures as well as information on any maintenance agreements or contracts available to Metro.

BID SECURITY

All bids must be accompanied by bid security in the form of a cashier's check, certified check, irrevocable letter of credit, or a bid bond issued by a surety authorized to conduct such business in Oregon. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the Metro contract and furnish all required bonds and insurance within the time frame specified.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

Bid securities will be held until the Contract has been fully executed, after which all Bid securities, other than those which have been forfeited, will be returned to the respective Bidders whose Bid they accompanied.

RESIDENT/NON-RESIDENT BIDDER

Oregon law requires Metro, in determining the lowest responsive Bidder, to 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 that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in ORS 279B.110. Metro will make the final determination as to whether or not the Bidder is qualified to perform the work.

The Contractor and/or First Tier sub-contractor shall provide a list of three (3) different project references with their Bid submission. These references will be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the Contractor Qualification Statement.

BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid submitting the lowest total BASE BID. Metro reserves the right to consider any and all alternates offered by the selected Bidder.

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Any determination of bidder's responsibility or responsiveness is subject to review and determination by the Office of the Metro Attorney as to legal sufficiency. Metro reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of Metro. Only those bidders that, in the sole opinion of Metro, meet the minimum experience requirements shall be considered to be responsible bidders.

In the event all Bids exceed the engineer's estimate, Metro reserves the right to negotiate with the selected low Bidder in an effort to meet the project budget.

NOTICE OF AWARD

Within twenty (20) calendar days after the opening of Bids, Metro will accept one of the Bids, or combination of Bids, or reject all Bids in accordance with the Basis of Award. The acceptance of the Bid will be by written Notice of Award, mailed or delivered to the office designated in the Bid. The Notice of Award shall not entitle the party to whom it is delivered to any rights whatsoever.

APPEAL OF CONTRACT AWARD

Aggrieved bidders who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Tim Collier, Procurement Officer, 600 NE Grand Avenue, Portland, OR 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

CONTRACT

Within seven (7) business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro, along with all required insurance certificates and bonds listed below.

BONDS

Contractor shall provide the following on Metro's standard bond forms:

- > A Performance Bond in an amount equal to 100 percent of the contract price.
- > A Labor and Materials bond in an amount equal to 100 percent of the contract price.

INSURANCE AND WORKERS COMPENSATION

Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

1. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
2. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
3. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
4. If required, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

Contractor, and all subsequent subcontractors and suppliers performing work pursuant to this contract shall provide Workers' Compensation benefits as required by and in accordance with all applicable state and federal laws.

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COMMENCEMENT OF WORK

Prior to starting work on a contract or sub-contract for a public works project, a contractor or sub-contractor shall file a public works bond with the Construction Contractors Board. Bond shall be from a corporate surety authorized to do business in the state of Oregon and be in the amount of \$30,000 and shall comply with all other requirements of ORS 279C.800 to 279C.870. Contractor shall provide written documentation of bond number(s) of bond(s) for contractor and all sub contractor(s) to Metro Project Manager with original bid or prior to starting project work.

Contractor shall only commence work on this project upon receipt of a Notice to Proceed issued by Metro.

FOREIGN CONTRACTOR

A Contractor that is not domiciled in or registered to do business in the State of Oregon shall, upon execution of a contract in excess of \$10,000, promptly report the total contract price, terms of payment, length of contract and all other required information to the Oregon Department of Revenue. Compliance shall be documented and Metro shall be fully satisfied as to complete compliance prior to release of final payment.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without the prior written consent of the Procurement Officer and the Metro Attorney.

HAZARD COMMUNICATION

The Contractor shall be required to strictly adhere to, coordinate with Metro and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication. Therefore, the Contractor and all subcontractors and suppliers within his or her control shall notify Metro and all parties to the agreement as to:

- > Hazardous materials to which they may be exposed on site;
- > Employee measures to lessen the possibility of exposure;
- > All contractor measures to reduce the risk;
- > Procedures to follow if exposed.

The Contractor shall provide Metro with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of the material on site. For further information or clarification, contact the Metro Risk Management Division at 503-797-1622.

PATENTS

The Contractor agrees to protect, to defend (if Metro requests) and save the agency harmless against any demand for payment for wrongful or unauthorized use of any patented material, process, article, or device that may enter into manufacture, construction, or forms a part of the work covered by this contract.

INVOICES, PAY APPLICATIONS

Invoices/pay applications shall be prepared and submitted to Project Manager unless otherwise specified. Invoices shall contain the following information: Metro contract number, item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

LAW OF STATE OF OREGON

This contract is entered into within the state of Oregon, and the law of said State, whether substantive or procedural, shall apply and be followed with respect to this contract.

PREVAILING WAGE

The contractor, and all subcontractors and suppliers, shall be required to comply with ORS 279C.800 through 279C.870 and ensure that all workers are paid not less than, and in accordance with, the Prevailing Wages published by the Oregon Bureau of Labor and Industries. This project is covered by appropriate Bureau of Labor and Industries (BOLI) prevailing wage rates available at <http://www.boli.state.or.us> or by calling the State of Oregon Bureau of Labor and Industries at 971-673-0839. If the project is subject to Davis-Bacon Act (40U.S.C. 276A), Contractor and all sub-contractors shall pay the higher rate of state or federal prevailing wages.

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

CERTIFIED PAYROLL

The Contractor and all sub-contractors, in compliance with ORS 279C.845, shall file certified payroll statements with Metro Project Manager to be due once per month by the fifth business day of the following month. Metro shall retain 25% of any amount earned by Contractor if certified payrolls are not submitted as required. Contractor shall retain 25% of sub-contractor earnings if sub-contractor certified payrolls are not submitted as required. Upon receipt of appropriate certified payrolls, Metro and Contractor shall release any amounts so retained within fourteen (14) days.

MINORITY, WOMEN AND EMERGING SMALL BUSINESS PROGRAM

In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to Metro Code Section 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) sub-contractors to the maximum extent practical. Copies of these MWESB requirements are available from Metro Procurement Services, 600 NE Grand Avenue, Portland, OR 97232 or by calling 503-797-1648.

NOTICE TO ALL BIDDERS

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Bidders should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all bids submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a bid in response to this procurement, bidders acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, bidders acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

Public Improvement Bid Response (RFB 13-2198)

CONTENTS

Note: The following documents (1-13) **must be returned** as part of the bid response or the bid will be considered non-responsive.

	Bid Response Packet Contents	Due By Bid Due Date and Time	Due Within Two Hours of Bid Closing	Due Within Seven Days of Award Notification
1	Bidder's Checklist	✓		
2	Bid Forms	✓		
3	Schedule of Bid Prices and Schedule of Values	✓		
4	Bid Bond	✓		
5	Addenda/Surety	✓		
6	Resident/Non-Resident Bidder Status	✓		
7	Contractor Qualification Statement	✓		
8	Certificate of Compliance for Recycling	✓		
9	Drug Certification Form	✓		
10	Signature Page	✓		
11	Non-Collusion Affidavit	✓		
12	First-Tier Subcontractor Disclosure Form		✓	
13	Good Faith/ MBE/WBE/ESB/FOTA Program Form		✓	
14	Labor & Material Payments Bond			✓
15	Performance Bond			✓
16	Standard Public Contract			✓
17	Scope of Work- Attachment A			✓



600 NE Grand Ave.
 Portland, OR 97232-2736
 503-797-1700

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BIDDER'S CHECKLIST

FIRM _____
 NAME _____
 MAILING ADDRESS _____
 PHONE _____ FAX _____ EMAIL _____

BIDDER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:

**To Be Submitted by Bid Due Date and Time as indicated on the RFB cover page
 BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS AND INFORMATION**

- 1 **BIDDER'S CHECKLIST**
- 2 **BID FORMS**
- 3 **SCHEDULE OF BID PRICES and SCHEDULE OF VALUES**
- 4 **BID BOND** Bidder has complied with Metro's requirements for 5% bid surety and guarantees that this bid is irrevocable for the period specified herein.
- 5 **ADDENDA ACKNOWLEDGEMENT and SURETY**
- 6 **RESIDENT/NON-RESIDENT BIDDER STATUS** Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____
- 7 **CONTRACTOR QUALIFICATION STATEMENT**
- 8 **CERTIFICATE OF COMPLIANCE FOR RECYCLING**
- 9 **DRUG CERTIFICATION FORM**
- 10 **SIGNATURE PAGE**
- 11 **NON-COLLUSION AFFIDAVIT**

CONFLICT OF INTEREST: Bidder hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.

TYPE OF BUSINESS ORGANIZATION: Bidder operates as an individual, a corporation, incorporated under the laws of the state of _____, a non-profit organization, a partnership. (If partnership, attach names of the partners)

REGISTRATION NO: _____ with Construction Contractors Board.

OREGON LICENSE: If a corporation, it is, or is not, licensed with Oregon Corporation Commission

DOING BUSINESS AS: Provide any assumed names utilized

TO BE SUBMITTED IN SEPARATE ENVELOPE WITHIN TWO HOURS OF BID DUE DATE AND TIME

1. **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM***
2. **MBE/WBE/ESB PROGRAM FORMS***

PRIOR TO AWARD:

- Financial records** and other information in accordance with ORS 279C at the option of Metro's Project Manager
- Performance Bond:** Cost of the Bond shall be included in the Bid.
- Labor and Materials Bond:** Cost of the Bond shall be included in the Bid.

Bond amounts shall each equal 100% of contract total, or as stated in RFB.

NAME AND TITLE OF PERSON AUTHORIZED TO
 CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Public Improvement Bid Response (RFB 13-2198)

BID FORMS

NOTE TO BIDDER: Bidders must provide all of the information requested in this Bid. Bidder should type or use ink for completing this Bid.

To: Metro Procurement Office, 600 N.E. Grand Avenue, Portland, OR 97232

Bidder: _____

Address: _____

Bidder's Contact: _____ Telephone: _____ Date: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Metro, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that it has carefully examined the Contract Documents for the completion of the Work, has personally inspected the Site, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

Any printed matter on any letter or paper enclosed herewith which is not part of the Bidding Documents or which was not requested by Metro is not to be considered a part of this Bid, and the undersigned agrees that such printed matter shall be entirely disregarded and, notwithstanding such printed matter, that the Bid is a bid to do the Work and furnish the labor and materials and all other things required by the Contract Documents strictly within the time and in accordance with such Specifications. This Bid is irrevocable for sixty- (60) days following the date of the opening of Bids.

BID SECURITY

Bid security in the form of a certified check, cashier's check, irrevocable letter of credit or bid bond as further described in the Instructions for Bidders and in the amount of five percent (5%) of the total bid price is enclosed herewith and is subject to all the conditions stated in the Instructions for Bidders.

CONTRACT EXECUTION, BONDS AND INSURANCE

The Bidder agrees that if this Bid is accepted, it will, within seven (7) days after award of the Contract by the Metro Council, sign the Construction Agreement in the form annexed hereto, and will at that time deliver to Metro the Performance Bond and the Labor and Materials Payment Bond required herein and in the form annexed hereto, along with all certificates of insurance and certified copies of insurance policies specified and required in these Contract Documents, and will, to the extent of its Bid, furnish all machinery, tools, apparatus, and other means of operation and construction and do the Work and furnish all the materials necessary to complete all Work as specified or indicated in the Contract Documents

COMMENCEMENT OF WORK AND CONTRACT COMPLETION TIME

The time frame for the award and execution of this Contract shall be as described in the Instructions for Bidders and other Contract Documents. The Successful Bidder further agrees to commence the Work within five (5) days of issuance of the Notice to Proceed and to diligently prosecute the Work to its final completion in accordance with the Contract Documents.

ADJUSTED PAYMENTS

In the event the Bidder is awarded the Contract and fails to complete the Work in compliance with the time required by the Contract Documents, adjusted payments shall be paid to Metro as described in the General Conditions.

SALES AND USE TAXES

The Bidder agrees that all applicable federal, state and local sales and use taxes are included in the stated bid prices for the Work.

LUMP SUM AND UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the listed lump sum and unit price amounts. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of ORS 279C.800 - 279C.870, regarding prevailing wages, shall be complied with on this project.

Public Improvement Bid Response (RFB 13-2198)

SCHEDULE OF BID PRICES – ANIMAL CAGING, ENCLOSURES, TRANSFER CHUTES

The Bidder, whose legal signature binding the Bidder to the bid process indicated on these pages is found on the signature page, hereby bids as follows:

Item	Description	Qty	Unit	Labor	Materials	Mark Up	Total Amount
1	Material cost of fence and gates below to be used from Item I under "Materials list" in Attachment "A". Installation requirements to be used in Attachment "A". 600 L/FT - All black 4 ft. high chain link fence with four (4) 2-7/8 inch terminals; one (1) 40 ft. double swing gate with 8-5/8 inch posts; one (1) 25 ft double swing gate with 6-5/8 inch posts. Note: post evacuation through concrete and asphalt will be required	1	Ea				\$
2	Install new razor wire as described below: 1,500 L/FT 18 inch coils tied 9 inches on center; stainless steel flat-bar, 9-gauge galvanized core; installed on existing 6-strand barbed wire.	1	Ea				\$
PREVAILING WAGE LABOR RATES – All Hourly Rates shall be per man, including hand tools							
3	Regular rate	1	Hr				\$
4	Rate after 3:30 PM Monday through Friday	1	Hr				\$
5	Rate after Midnight Monday through Friday	1	Hr				\$
6	Weekend Rate	1	Hr				\$
7	Shop Rate per man hour	1	Hr				\$
8	Travel time, if applicable	1	ea				\$
9	Performance Bonds, if separate (Based on \$250,000 over three (3) years, to be billed annually)	1	Yr				\$
10	Labor and Material Payments Bond, if separate (Based on \$250,000 over three (3) years, to be billed annually)	1	Yr				\$
Construction Cost Base Bid Price							\$
Total Base Bid Price (in words)							
DOLLARS							

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 13-2198)

SCHEDULE OF BID PRICES – PERIMETER FENCING

The Bidder, whose legal signature binding the Bidder to the bid process indicated on these pages is found on the signature page, hereby bids as follows:

Item	Description	Qty	Unit	Labor	Materials	Mark Up	Total Amount
1	Material of fence and gates below to be used from items A,B,C,D,E, F and G, under " Materials list" in Attachment "A". Installation requirements in Attachment "A". 600 L/FT – 8' high chain link fence with four (2) terminal post; one (1) 40 ft. double swing gate with 8-5/8 inch posts; one (1) 25 ft double swing gate with 6-5/8 inch posts. Note: post evacuation through concrete and asphalt will be required.	1	Ea				\$
2	Install 2,000 L/FT new 6-strand barbed wire: Per requirement in Attachment "A".	1	Ea				\$
PREVAILING WAGE LABOR RATES – All Hourly Rates shall be per man, including hand tools							
3	Regular rate	1	Hr				\$
4	Rate after 3:30 PM Monday through Friday	1	Hr				\$
5	Rate after Midnight Monday through Friday	1	Hr				\$
6	Weekend Rate	1	Hr				\$
7	Shop Rate per man hour	1	Hr				\$
8	Travel time, if applicable	1	ea				\$
9	Performance Bonds, if separate (Based on \$250,000 over three (3) years, to be billed annually)	1	Yr				\$
10	Labor and Material Payments Bond, if separate (Based on \$250,000 over three (3) years, to be billed annually)	1	Yr				\$
Construction Cost Base Bid Price							\$
Total Base Bid Price (in words)							
DOLLARS							

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____



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Public Improvement Bid Response (RFB 13-2198)

BID BOND

BOND NO. _____

AMOUNT: \$ _____

NOTE: Bidders must use this form, not a surety company form

KNOW ALL MEN BY THESE PRESENT, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____ in the state of _____, and authorized to do business in the state of Oregon, as SURETY, are held and firmly bound unto _____ hereinafter called the OBLIGEE, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS PRINCIPAL IS SUCH THAT:

WHEREAS the PRINCIPAL is herewith submitting a **BID FOR** _____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish any bond(s) required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond(s), the SURETY hereby agrees to pay to the OBLIGEE the penal sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 20____.

By: _____
PRINCIPAL

By: _____
Attorney-in-Fact

Public Improvement Bid Response (RFB 13-2198)

ADDENDA ACKNOWLEDGEMENT

The Bidder is presumed to have read and hereby acknowledges receipt and acceptance of Addenda Numbers:

(Insert No. and Date of Each Addendum Received)

SURETY

If the Bidder is awarded a Contract on this Bid, the surety or sureties who provide(s) the Performance Bond and Labor and Materials Payment Bond will be:

SURETY

ADDRESS

1. _____
2. _____

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____



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Public Improvement Bid Response (RFB 13-2198)

RESIDENT/NON-RESIDENT BIDDER STATUS

Oregon law requires that Metro, in determining the lowest responsive Bidder, must 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 that Bidder resides.

Consequently, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid that the Bidder is a "resident Bidder." A "non-resident Bidder" is a Bidder who is not a resident Bidder (ORS 279A.120).

The undersigned Bidder states that it is: (check one)

1. _____ A resident Bidder

2. _____ A non-resident Bidder

Indicate state in which Bidder resides: _____

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____



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Public Improvement Bid Response (RFB 13-2198)

CONTRACTOR QUALIFICATION STATEMENT

NOTE: The prime contractor or first tier sub-contractor proposed to conduct the following work must complete this Contractor Qualification Statement: (list type of work applicable)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Contractor Name _____

Address _____

Telephone _____ Fax _____ E-Mail _____

ORGANIZATION _____

How many years has your organization been in business as a Contractor? _____

Under what former names has your organization operated? _____

LICENSING AND BONDING

Oregon CCB# _____ Public Works Bond # _____

Other licenses _____

EXPERIENCE

List the type of work your organization normally performs with its own forces and the number of full time employees to be assigned to the project? _____

Does your firm own or able to obtain the necessary equipment for this job? Please indicate equipment available to conduct the work. _____

Public Improvement Bid Response (RFB 13-2198)

CONTRACTOR QUALIFICATION STATEMENT continued

CLAIMS AND SUITS

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Provide information _____

Have any officers or employees been convicted of any crimes relative to a project such as this? _____

REFERENCES

List the major construction projects your organization has **in progress**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

Public Improvement Bid Response (RFB 13-2198)

CONTRACTOR QUALIFICATION STATEMENT continued

List the major construction projects your organization has **completed in last 5 years**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

List 3 subcontractors Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

List 3 suppliers Metro can contact for a reference.

Name	Specialty	Contact Name	Phone #

Bank Reference

Name: _____

Address: _____

Contact Name: _____ Phone number: _____

Bidder signature

This information provided is true and complete.

Print Name of Company _____

Print Name of Bidder _____

Signature _____

Title _____

Public Improvement Bid Response (RFB 13-2198)

CERTIFICATE OF COMPLIANCE FOR RECYCLING

I, the undersigned duly authorized representative of the Bidder, hereby certify that the products offered in this bid contain the following minimum percentages:

- (A) _____ Percentage of post-consumer waste as defined in ORS 279A.010(s) (formerly ORS 279.545(1))
- (B) _____ Percentage of secondary waste materials as defined in ORS 279A.010 (hh) (formerly ORS 279.545(6))

It is the bidder's responsibility to provide additional signed copies of this Certification of Compliance for each item which contains a different percentage of recycled materials than listed above.

DEFINITIONS:

ORS 279A.010(s): "'Post Consumer Waste' means a finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh): "'Secondary Waste Materials' is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the bidder, understand that the bid must be signed in ink by the bidder or an authorized representative of the bidder and that any alterations or erasures must be initialed in ink by the person signing the bid. Further, I acknowledge that I have read and understand all bid instructions, specifications, terms and conditions (including the attachments indicated above and agree, on behalf of myself and the bidder to be bound by them.

I, the undersigned duly authorized representative of the bidder certify that the information provided in this bid is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for bid rejection or contract termination.

Signature: _____

Title: _____

Company: _____

Telephone: _____



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Public Improvement Bid Response (RFB 13-2198)

SIGNATURE PAGE

The name of the Bidder submitting this Bid is _____ doing business at

Street	City	State	Zip
--------	------	-------	-----

which is the full business address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of all of the partners, if the Bidder is a partnership or joint venture, or of all persons interested in this Bid as individuals are as follows:

If Individual

IN WITNESS hereto the undersigned has set his/her hand this ____ day of 20__

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

If Partnership or Joint Venture

IN WITNESS hereto the undersigned has set his/her hand this ____ day of 20__.

Name of Partnership or Joint Venture

By: _____

Printed Name of Person Signing

Title: _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of 20__.

Name of Corporation

State of Incorporation

By: _____

Printed Name of Person Signing

Title: _____



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Public Improvement Bid Response (RFB 13-2198)

NON-COLLUSION AFFIDAVIT

STATE OF _____ County of _____

I state that I am _____(Title) of _____ (Name of Bidder) and that I am authorized to make this Affidavit on behalf of the Bidder. I am the person authorized by the Bidder and responsible for the price(s) and the amount of this Bid.

I state that: (1) the price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder, except as disclosed in the attached appendix.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other form of complementary Bid.

(4) This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any person to submit a complementary or other noncompetitive Bid.

(5) _____ (Name of Bidder), its affiliates, subsidiaries, officers, directors and employees (as applicable) are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as listed and described in the attached appendix.

I state that I and _____ (Name of Bidder) understand and acknowledge that the above representations are material and important, and will be relied on by Metro in awarding the Contract for which this Bid is submitted. Any misstatement in this Affidavit will be treated as fraudulent concealment from Metro of the true facts relating to the submission of Bids for this Contract.

Signature of Affiant

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public for _____

My Commission Expires: / /

Public Improvement Bid Response (RFB 13-2198)

GOOD FAITH PROGRAM

The Metro Council is committed to doing business with minority, woman-owned firms and emerging small businesses (MBE/WBE/ESB). The Council recognizes that supporting these firms will result in a stronger economy and increased competition.

To this end, Metro has established these procedures to maximize utilization of MBEs, WBE's and ESBs for Metro projects. The following steps are required to help Metro monitor the usage of these firms.

Good Faith Efforts Steps:

1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed. (Metro Procurement Services can provide Bidder with a list of firms upon request 503-797-1648.)
4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to Metro all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless Metro authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Please contact Procurement Services at 503 797-1648 if additional information is required.

Public Improvement Bid Response (RFB 13-2198)

MBE/WBE/ESB PROGRAM FORM

THIS IS A REQUIRED FORM TO BE SUBMITTED WITHIN TWO HOURS OF BID CLOSING

Bidder/Proposer _____

Address _____

Phone _____ Fax _____ Email _____

Bid Closing Date and Time: AS INDICATED ON THE RFB COVER PAGE.

YOU MUST SUBMIT THIS FORM WITHIN TWO (2) HOURS OF THE ABOVE CLOSING DATE

Step 1. Identify areas in which you intend to use sub-contractors.

Step 2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.

Name of person who attended pre-bid _____

Steps 3. List all firms contacted for sub-contracting work. (use more sheets if necessary)

Sub-contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Sub contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Public Improvement Bid Response (RFB 13-2198)

MBE/WBE/ESB PROGRAM FORM CONTINUED

Sub contract for _____

MBE, WBE, ESB, Other	Certification #	Name of Firm	Date Contacted	Mode of Communication	Amount of Bid	Comments

Step 4: List all sub-contractors used for this project.

BIDDER INTENDS TO SUBCONTRACT WITH THE FOLLOWING:

MBE, WBE, ESB, Other	Certification #	Name of Firm, Address, Phone	CCB#*	Nature of Work	Dollar Value of Participation

**Please include Construction Contractors Board Number*

Total Bid Amount _____

Authorized Signature _____ Date _____

Print Name of Bidder _____

Print Name of Company _____



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Public Improvement Bid Response (RFB 13-2198)

LABOR AND MATERIAL PAYMENTS BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)
KNOW ALL MEN BY THESE PRESENT:

We the Undersigned _____ as PRINCIPAL and _____ a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto METRO, as OBLIGEE, in the sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with METRO dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid _____, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.



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Public Improvement Bid Response (RFB 13-2198)

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the _____ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

SURETY

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number

CONTRACTOR

By: _____

Title: _____

Street Address

City, State ZIP

Phone Number



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Public Improvement Bid Response (RFB 13-2198)

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL MEN BY THESE PRESENT:

We the undersigned _____ as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to METRO as OBLIGEE (hereinafter called METRO), the amount of _____ Dollars (\$ _____) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with METRO dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: _____

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid _____, METRO having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by METRO to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the _____ in accordance with the Contract Documents and the project Specifications. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for _____ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the _____ or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.



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Public Improvement Bid Response (RFB 13-2198)

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than METRO or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 20_____.

SURETY

By: _____

Title: _____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By: _____

Title: _____

Street Address

City State ZIP

Phone Number



600 NE Grand Ave.
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Public Improvement Project Request for Bid (RFB 13-2198)

METRO CONTRACT NO. XXXXXX

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Company Name, whose address is address, City, State Zip, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing October 2012 through and including September 2015. This agreement may be renewed or extended for 2 (two) additional one-year periods at Metro's sole discretion.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. Payment shall be made by METRO on a Net 30 day basis upon approval of CONTRACTOR invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects Metro;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;



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- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. Certificate of Insurance shall identify the Metro contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by Metro, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.



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ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
 3. Any cost and pricing data relating to the contract; and
 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.



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- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.
- G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written



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instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract. as indicated by the following initials _____**

ARTICLE XVII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XVIII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

ARTICLE XIV SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by Metro to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:



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To CONTRACTOR: XXXXXXXXXXXXX
Contractor Name
Address
City State Zip
503-XXX-XXXX fax

To METRO: Project Manager Name
METRO
600 NE Grand Ave
Portland, Oregon 97232
XXX-XXX-XXXX fax

CONTRACTOR

METRO

By_____

By_____

Print Name_____

Print Name_____

Date_____

Date_____



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ATTACHMENT A - SCOPE OF WORK CAGING & FENCE CONSTRUCTION, REPAIR & MAINTENANCE

Contractor shall provide all labor, materials, tools, and equipment to repair and install animal cages, enclosures and fencing as described in the RFB at the Oregon Zoo.

Work covered by this contract on an as-needed, on-call basis and may include additional work relevant however not specified.

Rates and Billings:

All parts and materials will be billed by a specific markup percentage added to the cost of the parts or materials used. Contractor must provide copies of the invoices as backup to the billings. Quotes that are requested and received must include breakdowns of specific hourly rates for shop time and field time.

For emergency service, time and material repairs, after hours or weekend work shall be billed with a description and hours worked on each specific job. Whenever possible they will be estimated as described in Job Estimates.

Bid sheet shall include specific hours and criteria to distinguish your charges for these different work rates using BOLI requirements as stated in RFB.

Job Estimates:

Contractor shall provide a written quotation to the Zoo Project Manager for all work under this contract. For jobs involving installation of new fencing, the quotation shall include a description and price for all job costs.

Contractor will provide a written quotation and shop drawings for animal cages, transfer chutes and animal doors.

The contractor shall be responsible for verifying all measurements of a project prior to submitting quote and ordering materials.

For repair jobs where the existing fencing will be repaired and not replaced, the Contractor and Zoo shall negotiate a firm fixed price for each job whenever possible however under emergency situations we may request work to be completed under Time and Materials.

Materials:

Contract specifications for materials and installation reflect existing fencing. Fencing repairs or new fencing must meet or exceed these requirements:

- A. Posts, rails and braces: All tubular members shall comply with provisions of ASTM F-1043 for strength and coatings.
 - 1) End, corner and pull posts: 4" O.D. SS 40 pipe, 6.56 lbs. per lineal foot.
 - 2) Line posts (10'0" maximum spacing): 2.375 O.D. pipe weighing 3.121bs per lineal foot.
 - 3) Top rail: 1.660 O.D. pipe weighing 1.84 lbs. Per lineal foot. Furnish in manufacturer's standard lengths of approximately 21' 0" with couplings, approximately 6" long for each joint, one coupling in each five to have expansion spring. Contractor shall provide the means for attaching top rail securely to each gate, corner, pull and end post. Top rail shall form continuous brace from end to end of each run of fence.
 - 4) Tension wire: 7 gauge galvanized coated spring coiled wire (to match fabric finish).
 - 5) Post bracing assembly: 1.660" O.D. pipe weighing 1.84 lbs. per lineal foot (for horizontal braces); 3/8" diameter rod with adjustable take-up (for diagonal truss).
- B. Chain link fabric: One-piece, 8' high, 2" mesh, 9 gauge galvanized with not less than 2 oz coating per ASTM-A392, Class 2.
- C. Post tops: Pressed steel or malleable iron, designed as a weather-tight closure cap (for tubular posts). Contractor shall provide one cap for each post. Where top rail is used, Contractor shall provide tops to permit passage of top rail.

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- D. Stretcher Bars: One-piece lengths equal to full height of fabric with a minimum cross-section of 3/16" x 3/4 ". Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- E. Stretcher Bar Bands: Heavy pressed steel, or malleable iron, spaced not over 15" o.c. to secure stretcher bars to end, corner, pull, and gate posts.
- F. Miscellaneous Materials and Accessories:
- 1) Wire ties: For tying fabric to line posts, 9-gauge steel wire ties for tubular posts spaced 14" o.c. For tying fabric to rails and braces, use 9-gauge steel wire ties spaced 24" o.c. For tying fabric to tension wire, use 9-gauge hog rings spaced 24" o.c.
 - 2) Concrete: Provide concrete consisting of Portland cement complying with ASTM-C150, aggregates complying with ASTM-C33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength to 2500 psi, using at least four sacks of cement per cubic yard, 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air. Contractor shall conform with ASTM-C94.
- G. Sloped extension arms with six strand barbwire: Double-strand twisted 12-1/2 gauge galvanized wire, 4 point barbs spaced on 5-inch centers; one-piece extension arms to accommodate a 250-pound pulldown load. Install corner posts with top caps to accommodate extension arms in a V-shape.
- H. All other materials not specifically described but required for a complete and proper installation of the work of this section shall be new, first quality of their respective kinds, selected by the Contractor subject to review by Zoo.
- I. 42" through 6' high safety fence shall be black; chain link shall be 11-gauge core with a PVC 8-gauge finish. All other materials shall be powdered coated to match fence. All previous specifications shall apply except 4" terminals can be switched to 2-7/8" SS-40.
- J. Temporary Fence: Shall be panels or drive-in, depending on job. At least 6' tall based on 6-month rental that includes installation and removal from various Zoo sites.
- K. Install walk gates with doorknob on both sides and keyed both sides with Best Hardware to accept eight pin cores that will be supplied and installed by Zoo.
- L. Gate Operators: Sentex or approved equal, model number #SL580 or #SW490 depending on job requirements; 1 HP/230 volt single phase. Equipment to be installed per manufacturers specifications. All electrical will be supplied and connected by Zoo.
- M. Animal Cages: Cages consisting of 11 gauge 1 " mesh chain link. All fabric on the inside of cage with nuts on the outside. Posts 2-3/8" diameter; plated to concrete floor with top, middle and bottom rail. Bracing for the roof will also be required to keep chain link from sagging.
- N. Transfer chutes and animal containment using welded wire mesh or wire woven mesh shall be specified for each job.
- O. Unfinished steel used in construction of any cages, transfer chutes or animal containment shall be hot dipped galvanized ASTM A123. All sharp burrs will be removed.

INSTALLATION:

- A. Excavation: Contractor shall drill holes for posts in firm, undisturbed, or compacted soil or pavement as directed by Zoo Project Manager.
- 1) Contractor shall excavate holes to the minimum diameter of 9" on line posts and 12" on terminal post.
 - 2) Unless otherwise indicated, Contractor shall excavate hole depths approximately three inches lower than the post bottom, with bottom of posts set not less than 36 inches below the surface.
 - 3) Contractor shall excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral support.



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- B. Setting posts:
- 1) Contractor shall place concrete around posts. Contractor shall check each post for vertical and top alignment.
 - 2) Contractor shall trowel finish tops of footings, and slope or dome to direct water away from posts. Contractor shall set keepers, stops, sleeves, and other accessories into concrete as necessary .
 - 3) Contractor shall extend footing diameter for gateposts to a minimum of 18".
- C. Top Rails: Contractor shall run rail continuous through post caps, and provide expansion couplings as recommended by fencing manufacturer.
- D. Brace Assemblies: Contractor shall install braces so posts are plumb when diagonal rod is under proper tension.
- E. Tension Wire: Contractor shall install 17-gauge galvanized tension wire at bottom of fence, tied to each posts.
- F. Fabric: Contractor shall leave approximately 2" between finish grade and bottom selvage, except where bottom of fabric extends into concrete. Contractor shall pull fabric taut and tie to posts, rails, and tension wires. Contractor shall install fabric on security side of fence, and anchor to framework so that fabric remains under tension after pulling force is released.
- G. Stretcher Bars: Contractor shall thread through fabric and secure to posts with heavy-duty bands spaced not over 15" o.c.
- H. Tie Wires: Contractor shall use U-shaped clips of wire conforming to pipe diameter, securely fastened around pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns. Contractor shall bend ends of wire to minimize hazard to persons or clothing.
- I. Fasteners: Contractor shall install nuts for tension band and hardware bolts on side of fence opposite fabric side.
- J. Gates: Contractor shall install gates plumb, level, and secure for full opening without interference. Contractor shall adjust hardware for smooth operation and lubricate where necessary. All gates should be built for heavy industrial specifications per fence industry standards.
- K. Extension Arms and Barbwire: Contractor shall provide where specified by Zoo Project Manager.
- L. Landscaping: Where fencing interrupts previously landscaped properties, Contractor shall take care to preserve trees, shrubs, ground cover, and underground piping. Replanting shall be done by Zoo. Damaged landscaping, piping, and electric conduit shall be replaced at Contractor's expense.
- M. Scheduling of installation shall be coordinated with the Zoo Project Manager to minimize disruption of parking lot use and operations.
- N. Cleanup: At end of each day, Contractor shall remove materials not required for incorporation into the work, or store in a location agreed to by the Project Manager. Contractor shall take all precautions to prevent debris accumulation and fire hazards. Upon completion of installation, Contractor shall remove all staging, debris, and containers from the site.
- O. Contractor is responsible for the security of his materials and equipment while on-site.
- P. Contractor is responsible for removal from Zoo properties and disposal of all waste generated during the installation process.
- Q. Field welding of all galvanized or powder coated material will require metal to be cleaned and three coats of cold galvanized paint for galvanized material and three coats of a rust resistant paint to match powder coating.



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Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include the Metro contract number, an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.