



**REQUEST FOR BIDS
FOR
TRUCKWASH
REMODEL
AT
METRO CENTRAL STATION**

RFB # 10-1572 PES

December 2009

Prepared by:
METRO

Parks & Environment Services
Solid Waste Operations
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1652
Fax (503) 797-1795
www.metro-region.org



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REQUEST FOR BIDS
TRUCKWASH REMODEL AT METRO CENTRAL STATION

METRO
PARKS & ENVIRONMENTAL SERVICES

600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1650, Fax (503)797-1795

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Procurement Analyst:

Karen Slusarenko, CPPB
Email: karen.slusarenko@oregonmetro.gov
Phone: 503-797-1809

RFB 10-1572 PES

Notice is hereby given that bids for **RFP 10-1572 PES** for: **Truckwash Remodel** shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 97232 until **2:00 PM** on **Tuesday, January 19, 2010**. **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 CONDITIONS.**

RFB 10-1572 PES, Truckwash Remodel
Public Improvement Projects
Request for Bids (RFB)



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

Metro Parks & Environmental Services hereby requests sealed bids to remodel the truckwash at Metro Central Station (6161 NW 61st). Bids are due (postmarks and faxes are not accepted for formal bids) no later than 2:00 p.m., Tuesday, January 19, 2010 at 600 NE Grand Avenue, Portland, OR 97232 Attention: Karen Slusarenko, RFB # 10-1572.

Bidding documents, (including plans and specifications depicting the work) may be examined and are available at the above address from 8:30 a.m. until 4:30 p.m., Monday through Friday, or by calling (503) 797-1652.

The contract contemplated consists of replacing the slab in the truckwash; regraded to slope to a new drainage trench. The work will also include replacing the sanitary sewer solids/oil separator vault as specified. The work will include demolition and removal of concrete pavement and trench drains, regrading, constructing a new trench drain, also electrical and plumbing work. The work includes all labor, equipment, and materials required to construct and install all components described by the contract documents.

This project is estimated at \$150,000. The sub-contracting opportunities may include, but are not limited to: electrical, plumbing, concrete, saw-cutting, and excavation. The length of the contract is expected to be February 2010 through April 2010.

All bids must conform to the INSTRUCTION TO BIDDERS 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 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.

A Mandatory Pre-Bid Conference is scheduled for all potential primes and sub-contractors on Tuesday, January 5, 2010 at 10 a.m. at the project site in the conference room located in the office building at the southwest end of the site.

By submitting a bid for public improvements over \$50,000, all bidders certify that they will pay and comply with the minimum prevailing wage requirements of ORS 279C.800-279C.870 and if applicable 40 U.S.C.276a.

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

Metro Code provisions 2.04.100 and 200 require all Bidders/Proposers to follow and document a specific good faith outreach effort to State certified Minority, Emerging and Women-owned Businesses. Certification of good faith compliance and a declaration of any actual utilization pursuant to both programs are required at the time of Bid Opening/Proposal Submission.

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 (503) 797-1700

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LIST OF ATTACHMENTS

Form 3601 Bid Checklist

Schedule of Bid Prices

Form 2401 First Tier Subcontractor Disclosure Form

Form 2801 MBE/WBE/ESB Program Form

Form 3201 Contractor Qualification Statement

Form 2301 Certification of Employee Drug Testing Program

Form 3501 Recycling Certificate of Compliance

Form 2001 Bid Bond

Form 2101 Labor and Materials Payment Bond

Form 2201 Performance Bond

Form 601-1-A Standard Public Contract

Scope of Work – Exhibit “A” to the Standard Public Contract

Supplemental Conditions

Drawings (4 sheets)

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

REQUEST FOR BID

Metro is requesting bids (RFB 10-1572 PES) to remodel the truckwash at Metro Central Station (6161 NW 61st Avenue, Portland, Oregon). Potential bidders may obtain bid documents by contacting Metro Parks & Environmental Services. Sealed bids must be delivered to the Metro Procurement Services at Metro, 600 NE Grand Avenue, Portland, Oregon 97232-2736, to the attention of Karen Slusarenko, no later than 2:00 p.m. PST, Tuesday, January 19, 2010 and will be publicly opened and read at that time.

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600 NE Grand Ave.
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INSTRUCTIONS TO BIDDERS

BID

Metro is soliciting Bids to remodel the truckwash at Metro Central Station (RFB 10-1572 PES). Bids must be enclosed in a sealed envelope and mailed or delivered to Procurement Services, Metro, 600 NE Grand, Portland, Oregon 97232-2736, Attention: Karen Slusarenko RFB 10-1572.

All bids must be received no later than 2:00 p.m., Tuesday, January 19, 2010, and will be publicly opened and read at that time in room 270. First tier subcontractors' forms are due from all bidders within two hours of the bid due 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 his 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.

COST OF BID

This invitation to 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 Project Manager, in writing, at least five (5) business days prior to the Bid opening date and time. If, in the opinion of the Project Manager, 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 or Project Manager 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.

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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 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.

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.

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 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

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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

Each Bidder shall obtain and include in his Bid the cost for all permits and licenses, which may be required to perform the contract.

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 to Metro, in care of the Project Manager, a written statement describing it together with supporting data and details sufficient to permit Metro to evaluate the same, five (5) work days prior to the Bid opening date and time.

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. If Metro determines that the proposed item, material or process is of equal value, utility or merit, the Project Manager shall notify all potential Bidders of record by issuance of an addendum at least seventy two (72) hours prior to the Bid opening date and time.

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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.

Definitions of "recycled product," "post-consumer" and "secondary" waste material and other explanatory notes are available from the Metro Procurement Services Division.

QUANTITIES

Metro makes no guarantees as to the exact quantities to be purchased. The figures provided are intended merely as guides and Bidders are warned not to construe them as a guarantee to purchase any amount.

Payment will be made only for quantities actually ordered, delivered, and accepted whether greater or less than the stated amounts.

TERMS

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

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 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.

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DELIVERY

Each Bidder shall provide a delivery schedule for each item offered. The successful Bidder shall notify Metro, in writing, within five (5) business days of order if delivery cannot be completed as proposed and required.

Upon receipt of such notice from the successful Bidder, Metro reserves the right to cancel the order and make the purchase from the second lowest, responsible Bidder.

If Metro does not elect to cancel the contract initially, subsequent failure to meet the then current delivery requirement does not foreclose Metro's option for later cancellation.

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 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 with 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 finally 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.

BASIS OF AWARD

The award shall be made to the responsible Bidder submitting the lowest responsive bid. 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.

NOTICE OF AWARD

Within 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.

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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 Darin Matthews, 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 10 business days of receipt of the contract from Metro, the Successful Bidder shall sign and deliver the Contract to Metro.

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.

BONDS

Within seven (7) days of notification of award, the Contractor shall provide the following:

- 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.
- Over \$50,000, separate bonds are required.

On all other contracts, a performance bond may be required if deemed in the public interest 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.

INSURANCE

The Contractor shall purchase and maintain at his expense the following types of insurance covering the Contractor, and his employees and agents.

1. Broad form commercial general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage.
2. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

Metro, its councilors, department, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro thirty (30) days prior to the change.

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The Contractor shall comply with ORS 656.017 for all employees who work in the state of Oregon for more than 10 days. The Contractor shall provide Metro with certification of workers' compensation insurance including employer's liability.

WORKERS' COMPENSATION

The 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.

NOTICE OF ASSIGNMENT

Metro will not recognize any assignment or transfer of any interest in this contract without written approval by the Procurement Officer.

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 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 797-1622.

DELIVERY TIMES

The Contractor shall deliver on business days between the hours of 8:00 a.m. and 5:00 p.m. Unloading must be completed by 5:00 p.m. unless approved in advance by Metro. Requests for such approval must be received by Metro at least three (3) days prior to delivery. Contractor shall assume all risk of deliveries made during hours beyond those listed above.

FAILURE TO PERFORM

Should the Contractor fail to meet the agreed upon delivery schedule, thereby making it necessary for Metro to purchase urgently-needed items from another source, the low Bidder shall pay the difference between the accepted low Bid price and the purchase price or accept an offset against any monies then owed by Metro.

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.

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INVOICES

Invoices shall be prepared and submitted unless otherwise specified. Invoices shall contain the following information: Contract or Purchase Order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Invoice should also state name of the unit or department to which the merchandise was shipped or delivered.

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.

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 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 provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue, Portland, OR 97232, (503) 797-1816.

NOTICE TO ALL BIDDERS

The public contract included herein is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful bidder will enter into with Metro; it is included for your review prior to submitting a bid.



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

Bid Checklist: Public Improvements

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

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

(Contractor shall check or complete all applicable boxes)

(To Be Submitted by 2:00 p.m. on January 19, 2010)

(BID WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS*)

1. **BID***
2. **BID BOND***: Bidder has complied with Metro's requirements for \$_____ bid surety and guarantees that this bid is irrevocable for the period specified herein. *(enter surety amount)*
3. **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.
4. **RESIDENT/NON-RESIDENT**: Undersigned Bidder states that it is a resident or non-resident of the state of Oregon. State in which Bidder resides: _____
5. **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)
6. **OREGON LICENSE**: If a corporation, it is, or is not, licensed with Oregon Corporation Commission
7. **REGISTRATION NO.**: _____ with Construction Contractors Board.
8. **METRO CONTRACTOR QUALIFICATION STATEMENT***
9. **RECYCLING CERTIFICATE OF COMPLIANCE***
10. **CERTIFICATE OF EMPLOYEE DRUG TESTING PROGRAM***
11. **DOING BUSINESS AS**: Provide any assumed names utilized.

TO BE SUBMITTED IN SEPARATE ENVELOPE BY JANUARY 19, 2010 AND TIME OF 4:00 P.M.

- | | |
|---|--------------------------------------|
| 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.
 (Below \$50K Performance and Labor, and Materials Bonds may be combined)

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

SIGNATURE OF AUTHORIZED PERSON

Bids must be enclosed in a sealed envelope, endorsed on the outside, indicate the bid subject, Request for Bid number and opening date, and delivered to Metro on or before the date and time the bid is due. (See Instructions to Bidders)



Schedule of Bid Prices

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	Amount
	Truck Wash Modification including Permeable Pavers	
1	General Conditions (insurance, bonds, etc.)	
2	Sawcutting	
3	Demolition	
4	Grading	
5	Backfill	
6	Reinforcing steel	
7	Concrete (including placing and finishing)	
8	Removal of existing separator vault	
9	New Separator Vault	
10	Installation of new separator vault	
11	New trench drain grating	
12	Plumbing work	
13	Electrical work	
14	Permeable Pavers	
	TOTAL CONTRACT	
15		
16	Other (please describe)	
	Alternative Deduct for Planter Area Modification	
14	Cost of all work in the planter area that is required to install permeable pavers (except installation of separator vault and plumbing). Include material and installation cost for demolition, grading, geotextile, backfill, and permeable pavers in the planter area as shown.	

(_____ **DOLLARS**)
TOTAL CONTRACT PRICE (in words)

(_____ **DOLLARS**)
Alternative Deduct PRICE (in words)



MBE/WBE/ESB Program Form

GOOD FAITH PROGRAM

The Metro Council is committed to doing business with Minority, Woman-owned firms and Emerging Small Businesses (M/W/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 M/W/ESB for Metro projects. The following steps are required to help us monitor the usage of these firms.

Good Faith Efforts Steps:

1. Identify areas in which you intend to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Prime bidders are required to contact all M/W/ESB firms attending the Pre-Bid meeting.
3. Contact a minimum of 3 M/W/ESB's in each category of work (see attached list), and/or contact certified M/W/ESB firms listed (with the State of Oregon) to perform the work needed.
4. Prime bidders shall give all M/W/ESB firms (5) five calendar days to submit a bid. (Metro's Procurement Services Office can provide a list of firms upon request 503-797-1816).
5. Negotiate with interested, available and capable M/W/ESB firms who submit competitive bids.
6. Report to Metro all sub-contractors contacted. Please include their response and price quoted.
7. List all sub-contractors that you intend to use on this project.
8. Please note that a selected M/W/ESB firm must be used unless Metro authorizes a substitution in writing. A Good Faith Effort will be required to replace and MWESB sub-contractor.

Thank you for your attention to this important area. Attached are forms to complete and return as part of your bid document. Please contact our Procurement Services Division at (503) 797-1816 if you have any questions.



MBE/WBE/ESB Program Form

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

Project Name _____

Bidder/Proposer _____

Address _____

Phone _____ Fax _____

Bid Closing Date: _____ **Time:** _____

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 _____

Step 3, 4 & 5. 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



MBE/WBE/ESB Program Form

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

Sub contract for _____

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



MBE/WBE/ESB Program Form

Step 5: List all sub-contractors used for this project.

BIDDER/PROPOSER INTENDS TO SUBCONTRACT WITH THE FOLLOWING:

Subcontractor/ Supplier	Non ** MBE WBE ESB	Nature Of Work	Dollar Value Of Participation
Contact Name Address Phone			CCB #*
Contact Name Address Phone			CCB #*
Contact Name Address Phone			CCB #*
Contact Name Address Phone			CCB #*

*Please include Construction Contractors Board Number

** Non W/W/ESB Sub-Contractors

Total Bid/Proposal Amount _____

Authorized Signature _____

Date _____



Contractor Qualification Statement

CONTRACTOR QUALIFICATION STATEMENT

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 _____

Project Name _____

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? _____



Contractor Qualification Statement

Does your firm own or able to obtain the necessary equipment for this job? Please explain _____

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? _____



Contractor Qualification Statement

REFERENCES

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

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

List the major construction projects your organization has **completed in last 3 years**

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

List 3 subs we can contact for a reference.

Name	Specialty	Contact Name	Phone #

List 3 suppliers we can contact for a reference.

Name	Specialty	Contact Name	Phone #

List a bank reference: _____

SIGNATURE

The information provided is true and complete.

Signature _____ Title _____ Date _____



Recycling Certificate of Compliance

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: _____



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

Bid Bond

BOND NO. _____

AMOUNT: \$ _____

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



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.



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

Labor and Material Payments Bond

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



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.



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

Performance Bond

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



Standard Public Contract

For Public Contracts \$50,000 & Up

CONTRACT NO. _____

PUBLIC CONTRACT

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 _____, whose address is _____, 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. 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 _____, 20____ through and including _____, 20____.

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.

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, including attorney's fees, 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.



Standard Public Contract

ARTICLE VI INSURANCE & BONDS

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

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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. 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.



Standard Public Contract

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

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

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.



Standard Public Contract

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.

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.



Standard Public 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 instrument signed by both METRO and CONTRACTOR. The law 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 ASSIGNMENT

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

 CONTRACTOR NAME

 METRO

By _____

By _____

Date _____

Date _____

Scope of Work

Metro Contract No.

1. BACKGROUND/HISTORY OF PROJECT

Metro requires work to remodel the truckwash at the Metro Central Transfer Station (MCS) to improve drainage and water conservation. MCS is located at 6161 NW 61st Street, Portland, OR. The existing trench drains and slab will be replaced to improve grading and install a single trench drain. The existing hoses and water valves will be replaced with new hoses and control valves.

MCS is open from 2 a.m. to 5 p.m. The truckwash that is being remodeled is used most heavily in the mornings, Monday through Friday.

Contractor shall be allowed to take the existing truckwash out of service for six consecutive weeks to perform its work. Contractor will be allowed to perform preparatory work such as sawcutting at night or late afternoon prior to taking the truckwash out of service. Metro will not allow contractor to interfere with station operations. Contractor must schedule interfering work for nights or weekends as approved by Metro. Impeding traffic on to, off of or within the facility or site will be considered interference with station operations.

2. STATEMENT OF WORK

The successful contractor shall perform the work and provide materials as required by the specifications and drawings attached. The work will include demolition and removal of concrete, backfilling, grading, drainage, curbing, properly abandoning and reinstalling sanitary drainage pipe, abandoning water piping, disconnecting and removing heat tape, provide and install new settling/separation tank, also electrical work, and misc. appurtenances. The work includes all labor, equipment, and materials required to construct and install all components to provide a fully operational truckwash as described by the contract documents.

Contractor to supply and install four 3/4" MIP Standard Ball Valve Hose Bibbs (model 302BV by Arrowhead Brass Products; or approved equal) and three 60 foot sections of commercial grade 5/8" hose with female, brass, garden hose fitting on one end (RM1 Multipurpose rubber nitrile hose with female brass fitting as sold by Hosecraft USA or approved equal).

Contractor shall submit a work plan and schedule to Metro for approval within 14 days of Notice to Proceed and prior to starting work on site. Extended hours of construction and use of specialty concrete may be necessary to comply with the out of service restriction.

Contractor shall acquire and pay for all required permits. Contractor shall coordinate and pay for all required testing (e.g. base aggregate compaction; concrete compressive strength, slump and air entrainment; etc.).

The compressive strength of concrete must be shown to have reached the design engineers requirements before it can be placed into service. This may require special additives and or higher strength concrete to maintain construction schedule. Concrete slabs shall be water cured for a minimum of seven days or until concrete has reached 50% of its designed strength.

3. MODIFICATION OF CONTRACT

Please refer to the Supplemental Conditions of the Contract.

4. PAYMENTS, BILLING AND TERM

Contractor shall provide the above services for a maximum price not to exceed _____ AND NO/100THS DOLLARS (\$_____.00), based upon Contractor's Bid Schedule and Schedule of Values.



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

Scope of Work

The maximum price includes all fees, costs and expenses of whatever nature. Contractor's billing statement will be as required in the Supplemental Conditions of the Contract, and will be sent to Metro, Attention Parks and Environmental Services. Metro will pay Contractor within 30 days of receipt of an approved statement. Final payment will be made when the Punchlist is completed.

Contractor shall submit prevailing wage certification with each billing statement as required for prevailing wage projects. Contractor shall also submit a report detailing work performed and materials supplied with all billing statements.

The Contractor may be assessed liquidated damages if the work is not complete per the approved project schedule and these contract documents.

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SUPPLEMENTAL CONDITIONS

1.0 Payments

Payments to Contractor shall be made only for actual quantities of Contract Items provided/performed in accordance with terms of the Contract and for items of work actually provided/performed under Change Order. Bid Item quantities are estimates only.

Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work, and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by Metro.

Prior to the submittal of the first Application for Payment, Contractor shall submit:

List of subcontractors

List of suppliers

Schedule of Values

Contractor's Construction Schedule

Copies of permits required to be procured by Contractor

Certificates of insurance and insurance policies

Performance and payment bonds

Application for Payment shall be made on the AIA Document G702 and Continuation Sheets G703, or other form approved by Metro. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made. Include amounts of Change Orders and Force Account Work issued prior to the last day of the period covered by the application. Show items in accord with this contract. Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit. For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost and installed value.

Where Maintenance Manuals are required, no more than 50% of the applicable portion of the lump sum bid shall be paid prior to receipt of a rough draft of the Maintenance Manual and no more than 90% before receipt of the completed Maintenance Manuals.

Submit a Schedule of Values to Metro for review and approval within thirty (30) days after issuance of Notice to Proceed, but no later than fifteen (15) days before the date scheduled for submittal of the first Application for Payment. Update and resubmit the Schedule of Values when Change Orders change the Contract Sum. The Schedule of Values shall be prepared as follows:

Break Contract lump sum bid amounts down into line items to identify the cost for materials supplied to the job, the cost of subcontracted work and the cost of each task shown on the project schedule and in enough detail to facilitate evaluation of Applications for Payment. Round amounts off to the nearest whole dollar; the total shall equal the Contract Amount. Breakdown shall be balanced so that progress payments will not create a condition where sufficient funds are not available to complete the work. Contractor shall provide documentation substantiating the cost allocation if Metro believes that the costs are unbalanced.

Arrange the Schedule of Values in a tabular form with columns to indicate the following for each line item:

Item #
Description
Name of subcontractor, supplier, manufacturer or fabricator
Cost of item
Cost to deliver item to job site
Cost to install item at job site
Total dollar value of item

Include the following on the Schedule of Values:
Project name and location
Metro's name and address
Contractor's name and address

Metro and Contractor also understand and agree that Metro will be damaged when access to the truckwash is interrupted. It is therefore agreed that Contractor shall only be allowed to interrupt access to use of the truckwash for six consecutive weeks. Metro may adjust payments to Contractor by collection of liquidated damages in the amount of one hundred dollars (\$100.00) per day for each day (Monday through Friday) that Contractor interrupts access to the truckwash.

As an incentive to reduce the interruption to use of the truckwash, Metro agrees to pay Contractor one hundred dollars (\$100.00) per day (Monday through Friday) that the Contractor can reduce the interruption of use to the transfer scale to less than the six consecutive weeks allowed.

Payment of adjusted payments shall not release Contractor from obligations in respect to the complete performance of the Work, nor shall the payment of such adjusted payments constitute a waiver of Metro's right to collect any additional adjusted payments which it may sustain by failure of Contractor to fully perform the Work, it being the intent of the parties that the aforesaid adjusted payments be full and complete payment only for failure of Contractor to complete the Work on time. Metro expressly reserves the right to make claims for any and all other damages which Metro may incur due to Contractor's failure to perform in strict accordance with this Contract.

Permitting Contractor to continue and finish the work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of Metro of any of its rights under this subparagraph or the balance of the Contract Documents.

2.0 Changes in the Work

Metro may order changes in the Work herein required, including deletions of work, and may order additional materials and work in connection with the performance of the Work.

If such changes in the Work increase or decrease the cost of any part of the Work or change the time necessary to complete the Work, the Contract Amount shall be increased or decreased by such amount and the Contract Time changed as Contractor and Metro may agree upon as reasonable in a written Change Order. Contractor shall promptly comply with such Change Orders and carry them out in accordance with the Contract Documents.

No order for any alteration, modification or additional work which shall increase or decrease the Contract Amount or change the Contract Time shall become part of the Contract unless the

resulting Change Order shall have been agreed upon in writing and the Change Order signed by Contractor and Metro, unless the work is Force Account work. Metro may, at its discretion, also require the signature of Contractor's surety on the Change Order. Prior to the approval of such Change Order, Metro shall have approved any design modifications entailed thereby.

If Metro intends to order changes in the Work, it may request a proposal by Contractor for the proposed added or deleted work before directing Contractor to commence work. Within fourteen (14) days after issuance of such request by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so indicated and written proposals from Subcontractors or Suppliers shall be included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.

If Metro finds it necessary to make changes in the Work in an expeditious manner, it may direct Contractor to proceed with the change while preparing a proposal for the added or deleted Work. In such an instance, Metro may assign an estimated value to the change that Contractor shall not exceed without further authorization by Metro. Within fourteen (14) days after issuance of such by Metro, Contractor shall furnish three copies of a complete breakdown of costs of both credits and additions directly attributable to the change in the Work proposed, itemizing materials, labor, taxes, affect on Contract Time, if any, and Overhead and Profit on a form approved by Metro and in accordance with the limitations described in the following Paragraph. Subcontract work shall be so included with similar breakdowns provided. Following submission of its cost breakdown, Contractor shall meet with Metro to discuss all aspects of scope, costs, scheduling and construction methods.

If the proposed additional or deleted work is the subject of Unit Prices stated in the Contract Documents or subsequently agreed upon, such Unit Prices shall be binding upon Contractor in calculating the increase or decrease in the Contract Amount attributable to the proposed additional or deleted work.

The following limitations shall apply in the calculation of the costs of changes in the Work:

- A. Contractor will be permitted a reasonable allowance for Profit and Overhead on its increased Direct Cost resulting from any changes in the Work ordered by Metro. Likewise, Profit and Overhead will be deducted for any portion of the Work that is deleted. In the case of a change involving both credits and extras, Overhead and Profit shall be applied to the net extra after subtraction of credits.

Overhead and Profit for the entity performing the work with its own crews shall not exceed twenty percent (20%) of the Direct Cost of the changed work. Overhead and Profit for Contractor or Subcontractor who has had the work performed by a lower tier Subcontractor shall not exceed five percent (5%) of the Direct Cost of the changed work. If a second-tier or inferior Subcontractor performs the Work, the total Overhead and Profit for all tiers shall in no event exceed thirty percent (30%) of the Direct Cost of the changed work. Distribution of this Overhead and Profit among the tiers is the responsibility of Contractor.

- B. Federal, state, regional, county and local taxes, including, but not limited to, income taxes, excise taxes, sales and use taxes and payroll taxes and insurance shall be shown

separately and will be allowed on extras and shall be credited on credits. No Overhead and Profit will be allowed on taxes and insurance.

- C. The actual rate of bond premium as paid on the additional Direct Cost plus the cost of taxes will be allowed. No Overhead and Profit will be allowed on such premiums.
- D. The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be limited to those rates in the Rental Rate Bluebook published by Dataquest Incorporated, 1290 Ridder Park Drive, San Jose, California 95131-2398, (800) 227-8444.

If Contractor does not respond to Metro's Request for Proposal with a cost breakdown within the fourteen (14) day period as required above, or if Metro determines that Contractor's breakdown of costs is unreasonable in consideration of the work proposed to be added or deleted, or if Metro determines that the proposed work must be commenced promptly to avoid delay to the Project, Metro may issue an order for Force Account work and Contractor shall promptly perform or delete the work described in such order. Change, if any, in the Contract Amount due to such Force Account work shall be the sum total of the following items: (1) Actual labor cost, including premium on compensation insurance and charge for social security taxes, and other taxes pertaining to labor; (2) The proportionate cost of premiums of public liability property damage and other insurance applicable to the extra work involved and required by these Contract Documents; (3) Actual cost of material, including applicable taxes pertaining to materials; (4) Actual cost of plant and equipment rental, at rates to be agreed upon in writing before the work is begun or at rates per the Rental Rate Bluebook. No charge for the cost of repairs to plant or equipment will be allowed. Equipment items having a capital cost of under \$250.00 are considered small tools and classified as Overhead; (5) Overhead and Profit as provided stated above; (6) The proportionate actual costs of premiums for bonds required by these Contract Documents.

Whenever any Force Account work is in progress, Contractor shall furnish each working day to Metro a detailed written report signed by Contractor and Metro's representative of the amount and cost of all of the items listed in (1) through (6) above, and no claim for compensation for such extra work will be allowed unless such report shall have been made. Metro reserves the right to provide such material as it may deem expedient and no compensation, overhead or profit will be allowed to Contractor for such materials.

No oral statements of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

Changes in the Work made pursuant to this Article and extensions of the Contract Time allowed by Metro due to such changes shall not in any way release any warranty or promises given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the sureties of bonds executed pursuant to said provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of Contract Time made by reason thereof.

3.0 Schedule

The Contractor shall submit a project schedule in graphic form (e.g. bar chart) showing proposed schedule of anticipated progress to include all major operations and items and time of anticipated completion of major portions of the work within fourteen (14) days after Notice to Proceed.

The schedule shall be accompanied by a narrative work plan and include the following information:

- A. Staffing levels planned to achieve duration's shown in the preliminary schedule.
- B. Equipment utilization planned for each activity-taking place on site.
- C. Identification of work planned for overtime or additional shifts.
- D. Quality Control activities (e.g. sampling, testing, inspections)
- E. Plans for wet weather work.
- F. Identification of critical work or supply activities.
- G. Show details of actual downtime for truck wash.

Once schedule is determined acceptable by Metro, this schedule will be designated the initial or zero progress schedule. Contractor shall update the Schedule and submit two copies to Metro on a monthly basis. The Schedule shall be accompanied by a narrative report and include:

- A. Description of work completed during the past month.
- B. Discussion of problem areas including current and anticipated delay factors.
- C. Description of schedule revisions made for this month's update.
- D. Actions planned to mitigate delays or to facilitate construction progress.

Contractor shall submit a two-week look-ahead schedule on a weekly basis. The schedule will be used to coordinate construction activities, track and monitor progress of construction and for comparison with the monthly schedule.

4.0 Job Site Coordination

Contractor is responsible for overall coordination of the project. The project work shall be coordinated with the operation of the Metro Central Station so as to minimize interruption to station operations and other problems during operations. Utility location and connections shall be coordinated with the proper utility companies. Replacement of any damaged material, including labor and materials, will be the responsibility of Contractor.

The site will be made available at the discretion of Metro and as prearranged by the Contractor. No work shall be performed between 6:30 p.m. to 6:30 a.m., Monday through Friday or on the weekends, without 48 hour advanced written permission from Metro. However, maintenance or emergency work during these hours may be conducted without prior permission although advanced notification to Metro is required.

All materials, equipment and debris shall be removed and stored in designated areas during operation of the facility. Contractor shall take all safety precautions that are standard to the industry and meet or exceed all OSHA standards, i.e., signage, barricades, fall protection, confined space entry, etc. It is Contractor's responsibility to train and ensure compliance with the above policies for any and all of their personnel and/or subcontractors.

The Contractor's on-site foreman shall represent all contractor and subcontractor personnel. The foreman is responsible for the location of each employee under his or her supervision, at all times, and must document and update this information as it changes throughout the day. This information will be kept, for all employees, in main office at the transfer station. Metro safety procedures and protocol will be discussed at the Pre-Construction Meeting. The foreman for the contractor and each of its subcontractors must attend the Pre-Construction Meeting. Contractor must comply with Metro safety procedures and protocol.

Continuous operation of Metro Central Station is of critical importance. Schedule and conduct activities to cause no disruption of operations and to enable existing facilities to operate, unless otherwise specified. Conduct work outside normal working hours as may be necessary to meet project schedule and avoid undesirable conditions.

Where existing facilities are to be modified during the course of work, obtain Metro's review and acceptance of submittals for temporary shutdown, demolition, modification, connections between new and existing work, and other related work. Conform to other sections as applicable.

5.0 Project Meetings

Pre-construction Conference. Within fourteen (14) days following Notice to Proceed, but before start of work at the site, Contractor shall meet with Metro for discussion of scheduling requirements, procedures for handling shop drawings and other submittals, processing application for payment, and establishing a working understanding among the parties. The conference shall be attended by:

- A. Contractor's office representative(s).
- B. Contractor's superintendent.
- C. Subcontractors' representatives.
- D. Metro's representatives.

Metro may call for meetings of Contractor, Contractor's Subcontractors and Suppliers as Metro deems necessary for the proper supervision and inspection of the Work. Such meetings shall be held at the Site on regular working days during regular working hours, unless otherwise directed by Metro. Attendance shall be mandatory for all parties notified to attend.

6.0 Submittals

Contractor shall review, stamp approved and submit postpaid with such promptness as to cause no delay in the Work or in that of any other contractor, the required number of copies of all shop drawings, schedules, data, and samples required for the work of the various trades, determined necessary by Metro and specified by the Contract. By approving and submitting Shop Drawings and Samples, it is hereby agreed that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents and that there is no conflict with other submittals that may affect the work of another contractor of Metro.

Shop drawings shall establish the actual detail of all manufactured or fabricated items. All shall be drawn to scale and be completely dimensioned.

Sheet sizes of shop drawings shall be in multiples of 8 ½ by 11 inches, preferably not exceeding 22 by 34 inches unless there is a special requirement for larger size sheets.

Provide on each drawing a clear space for Metro's review and approval stamps and comments. Four (4) copies of shop drawings, manufacturer's literature, brochures, catalog cuts, and other pertinent printed matter or data shall be submitted in addition to the number of copies Contractor wishes returned.

It shall be Contractor's responsibility to clearly note on the shop drawings, and in writing specifically call to Metro's attention, any changes and deviations that vary from the Contract Drawings and Specifications. Review of the shop drawings by Metro shall not relieve Contractor of full responsibility including the cost to comply with the Contract Documents.

If required, Contractor shall make the corrections and file with Metro the same number of corrected copies as indicated above. Contractor shall direct specific attention in writing or, on resubmitted Shop Drawings to revisions other than the corrections requested on previous submissions. Metro will return to Contractor copies of drawings in the same manner and number as before.

Shop Drawings shall give complete information necessary for the fabrication and installation of all component parts of the equipment, structure, facility, etc. In the case of structural drawings, they shall include the location, type, and size and extent of all welds, if any are necessary. Manufacturer's standard details, catalogues, advertising literature, etc., shall not necessarily constitute all of the shop drawings required for any unit or facility. Additional shop details designed for the particular project shall be furnished when required by Metro. Shop drawings of electrical equipment shall include complete diagrams of electrical circuitry.

Metro's review of and placement of shop drawing review stamp on any shop drawing is understood to be an acceptance of the character of the details and not a check of any dimension or quantity and will not relieve Contractor from responsibility for errors of any sort in shop drawings data or schedules, whether or not such errors are found by Metro in the review of such details.

No changes shall be made in any shop drawing after it has been reviewed except by the consent or direction of Metro in writing.

7.0 General Product Requirements

Unless otherwise specifically provided, all workmanship, equipment, and materials incorporated in the work covered by the Contract are to be new and of the best available grade of their respective kinds. All workmanship, equipment and materials shall be in compliance with all federal, state and local codes and requirements.

For products specified only by reference standards, select any product meeting standards, by any manufacturer.

For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equivalent" after specified product, Contractor must submit a request, as required for substitution, for any product not specifically named.

8.0 Quality Control

Contractor is primarily responsible for quality control and shall provide for sufficient supervision and control measures on a daily basis to ensure that the Work is completed in accordance with the Contract Documents. This includes all third party special inspections and or testing.

Metro may monitor the Contractors' quality control. These activities in no way relieve Contractor of quality control responsibilities.

Contractor's Quality Control Manager shall review the contract documents to ensure that required materials, equipment and procedures have been submitted and approved, are on-site and checked, that a reasonable, coordinated work plan has been prepared, that all previous work has been completed, inspected and tested as required. Contractor's Quality Control Manager shall brief all involved working personnel and inspectors on the work plan and the quality standards expected.

Contractor shall be responsible for direct coordination with a testing contractor for all testing required by this contract. Contractor may subcontract for any additional testing that it might desire. Contractor shall keep a record of all tests on the job site.

Duties and responsibilities of the Quality Control Manager or a designated representative include:

- A. Have the authority to stop or reject work.
- B. Be on-site during working hours and be assigned full time to the project.
- C. Review all submittals, including shop drawings and materials submittals. Reject those submittals not in accordance with the Contract Documents, approve and submit those that are in accordance. Maintain a job site submittal file.
- D. Ensure that line, grade, depth and compaction, density and composition of materials are in accordance with the Contract Documents.
- E. Ensure all work to be inspected includes an opportunity for Metro to check work prior to covering the work.
- F. Coordinate required tests and inspections with Metro.
- G. Inspect the work of Contractor and all subcontractors.
- H. Submit all required quality control documentation and maintain records.
- I. Verify that all permanent materials delivered to the job site are in accordance with the Contract Documents. Submit certifications and test reports as required.
- J. Accompany Metro on job site inspections as required.
- K. Prepare and submit the project punch lists prior to job completion and acceptance.
- L. Furnish representative samples for testing as required by the Contract Documents or Metro.

Contractor shall provide continuous inspection over the daily operations, including overtime and additional shifts.

Engineer and regulatory agencies may also inspect as required by law and custom. The inspection by any of the above does not relieve Contractor of the requirement to inspect and to produce work in accordance with the plans and specifications. Contractor shall, at all times, provide safe access and assistance to Metro, and other authorized inspectors for inspection of the work.

9.0 Start-up

Startup and operation shall not be cause for claims for delay by the Contract and all expenses accruing therefrom, shall be deemed to be incidental to the Contract. Contractor shall provide all materials, supplies and labor necessary to efficiently complete the startup and operation.

Not less than thirty (14) days before anticipated time for beginning the start-up, Contractor shall submit to Metro for approval, a complete plan for:

- A. Detail schedules of procedures for startup.
- B. Complete schedule of events to be accomplished during startup.
- C. An outline of work remaining under the Contract to be carried out concurrently with the operation phases.

Startup shall consist of testing by a simulated operation of all equipment and controls. The purpose of these tests shall be to check that all equipment will function under operating conditions, that all interlocking controls and sequences are properly set and that the facility will function as an operating unit.

Factory representatives of all major units shall be present for the startup phase. The test shall continue until it is demonstrated that all dysfunction of controls and machinery are corrected.

Operation of the facility shall be immediately started after completion of startup and after satisfactory repairs and adjustments have been made. Personnel placed on the project by Metro who will perform all duties and operate all equipment will operate the facility. Taking possession and use of the facility shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases or causes refinishing of completed work, Contractor shall be entitled to such extra compensation or extension of time or both, as Metro may determine.

10.0 Substantial Completion

After startup, submit written certification to Metro that Project or designated portion of Project is substantially complete. Submit punch list of items to be completed or corrected.

Metro will make an inspection after receipt of Contractor's certification. If Metro then considers the Work to be substantially complete, Metro will issue a Certificate of Substantial Completion, with appropriate conditions, accompanied by the Contractor's punch list, as verified and amended by Metro. Omission of any item from the list shall not relieve Contractor from responsibility to complete all the work in accordance with the Contract.

Should Metro consider that work is not substantially complete; Metro will notify Contractor, in writing stating reasons and list of items. Contractor shall complete work and send second written notice to Metro certifying that Project or designated portion of Project is substantially complete.

Guarantee and warranty periods begin with the date of final acceptance. However, in connection with any specific equipment certified by Metro as completed and its use or operation thereof for its intended purpose is assumed by Metro, the warranty period for such equipment shall begin with the beginning date of such use or operation.

11.0 Operating and Maintenance Manuals

Contractor shall submit to Metro two copies of draft operations and maintenance manuals for each major piece of equipment and system component at least 30 days prior to scheduled testing and at least 30 days prior to submitting written notice of substantial completion. Metro will review and return one copy with comments. If corrections are required, Contractor shall make corrections and resubmit one corrected copy plus corrected pages for the copy in Metro's possession.

Upon approval, Contractor shall furnish Four (4) copies of the Operations and Maintenance Manuals. Complete approval of all required manuals will be a condition for final completion and payment. Data shall be bound in first quality, heavy, permanent 3-ring type binders. Manuals shall be assembled and indexed so that information on any piece of equipment can be readily found.

The Operations and Maintenance Manuals shall include as a minimum the following:

- A. Table of Contents.
- B. System Description and Functions of Individual Items of Equipment.
- C. As Built Layout. Include locations of all elements and wiring diagram of control circuits.
- D. Operations and Maintenance Instructions for each major item of equipment. These instructions shall clearly identify the equipment actually provided and information pertaining to other models or variations shall be lined out. The instructions shall include information on:
 - a. Operating conditions
 - b. Installation instructions
 - c. Startup procedures
 - d. Shut down procedures
 - e. Maintenance instructions
 - f. Trouble shooting procedures.
 - g. Maintenance Schedules - Cross reference these schedules to specific paragraphs in the O&M Instructions.
 - h. Spare Parts and lubricants lists
 - i. Warranties

12.0 Record Documents

Contractor shall maintain at job site, one record copy of:

- A. Contract Drawings.
- B. Project Specifications.
- C. Addenda.
- D. Reviewed Shop Drawings.
- E. Change Orders.
- F. Other Modifications to Contract.
- G. Field Test Records.
- H. Operational and Maintenance Data Delivered with Mechanical and Electrical Equipment.
- I. Certified Weight Tickets

Do not permanently conceal any work until required information has been recorded. Keep record documents current. Legibly mark Drawings to record actual construction:

- A. Horizontal and vertical location of underground utilities and appurtenances and references to permanent surface improvements.
- B. Field changes of dimension and detail.
- C. Changes made by Change Order.
- D. Details not on original Contract Drawings.

Legibly mark up Specifications, each Section, to record:

- A. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- B. Changes made by Change Order.
- C. Other matters not originally specified.

Maintain Shop Drawings as record documents; legibly annotate drawings to record changes made after review.

13.0 Close-Out Submittals

At completion of project, deliver complete set of all record documents to Metro. Accompany submittal with transmittal letter signed by Contractor or authorized site representative. Also submit guarantees and bonds required by these specifications and deliver evidence of compliance with requirements of governing authorities (where applicable).

