

CONTRACT DOCUMENTS

FOR THE

CITY OF WARRENTON

HEADSTART SIDING REPAIR PROJECT-2019

**PUBLIC NOTICE
SOLICITATION FOR BIDS**

**CITY OF WARRENTON
HEADSTART BUILDING SIDING REPAIR PROJECT-2019**

Notice is hereby given that sealed bids will be received by Collin Stelzig, Public Works Director, for the City of Warrenton, at City Hall, 225 South Main Street, Warrenton, OR 97146, until the hour of 2:00 p.m. Wednesday 5/8/2019, for the Headstart Building siding repair project, at which time the bids will be publicly opened and read aloud. Any bids received after the time for opening will not be considered.

The work to be performed includes the material, labor, equipment and permits, in accordance with specifications for the Headstart building siding repair project. Refer to bid documents for additional technical information. The total project cost is estimated at \$30,000. Therefore, this work will not be subject to the Prevailing Wage Statute 279C.800 to 279C.870.

Bid packets, including specifications, are available at Warrenton City Hall, 225 South Main Street, Warrenton, OR, 97146, or downloaded from the City of Warrenton web page (www.ci.warrenton.or.us).

Bidders are advised that a mandatory pre-bid meeting for all prime contractors is scheduled to promptly begin at 2:00 p.m. on 4/30/2019 at the Warrenton Headstart Building.

Authorized by:
Mr. Collin Stelzig, Public Works Director
Advertisement Date: 4/23/2019

BIDDER'S CHECKLIST

CITY OF WARRENTON HEADSTART BUILDING SIDING REPAIR PROJECT-2019

FORMS TO EXECUTE FOR SUBMISSION OF BID:

The bidder's attention is especially called to the following forms which must be executed in full before bid is submitted:

- (a) Bid Form: The bid sheet is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: a 5% bid bond is required for this project.
- (c) It is anticipated that the contract amount for this project will be less than \$100,000. Therefore, First-Tier Subcontractor disclosure requirements will not be required.
- (d) Facsimile and electronic transmissions of bids will not be accepted.
- (e) Demonstration of Bidders responsibility under ORS 279C.375(3)(b).

FORMS TO EXECUTE AFTER AWARD OF BID:

- (a) Contract: The agreement provided within this package is to be executed by the successful bidder within ten (10) calendar days of award of the contract.
- (b) Comprehensive general liability insurance shall be combined single limit for broad form liability property damage and bodily injury, with at least the minimum limit of \$2,000,000. A copy of insurance listing the City of Warrenton as additional insured must be delivered to the City at the same time the contract is signed.
- (c) The Contractor shall furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.
- (d) The Contractor shall provide completed Certificate of Non-Discrimination
- (e) The Contractor shall provide completed Employee Drug Testing Program
- (f) The Contractor shall deliver to the City a copy of his Warrenton business license prior to entering into the Contract.

GENERAL INSTRUCTIONS TO BIDDERS

1 GENERAL

Bids must be delivered to Collin Stelzig, Public Works Director, to City Hall at 225 South Main Street, P.O. Box 250, Warrenton, Oregon, 97146, by 2:00 PM, 5/8/2019, after which bids will not be received.

2 SCOPE OF WORK

The work includes all labor and materials required by the contract documents to complete the work. Contractors are instructed to thoroughly familiarize themselves with all aspects of the work.

3 PROJECT DESCRIPTION

The work to be performed includes the material, labor, equipment and permits, in accordance with specifications, for the removal of existing siding and trim, replacement with new siding and trim, repair of dry rot, and re-painting etc. for the Head Start Building 200 SW 3rd Street Warrenton Oregon 97146. Refer to bid documents for additional technical information. Completion date is 9/4/2019. This project is funded with local City of Warrenton funds.

4 PUBLIC SAFETY DURING CONSTRUCTION

Pedestrian safety and traffic control shall be provided for by Contractor in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

5 STREET/SIDEWALK CLOSURE REQUIREMENTS

Street and sidewalk closures shall be kept to a minimum during construction. Access to local residence and businesses shall be maintained at all times for pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Disruption to vehicle traffic shall be kept to a minimum. The Contractor shall notify the City Engineer and Emergency Services before closing any streets.

6 ENVIRONMENTAL AND NATURAL RESOURCES LAWS TO BE OBSERVED

In compliance with ORS 279C.525, the following is a list of federal, state and local agencies, of which the City has knowledge, that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES

Department of Agriculture

Forest Service

Soil Conservation Service

Department of Defense

Army Corps of Engineers

Department of Energy

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services

Department of Housing & Urban

Development

Department of Interior

Bureau of Land Management

Bureau of Reclamation

Geological Survey

U.S. Fish and Wildlife Service

Department of Labor

Occupation Safety and Health Administration

Water Resources Council

LOCAL AGENCIES

City Councils

Board of County Commissioners

STATE AGENCIES

Department of Agriculture
Soil and Water Conservation Commission
Department of Energy
Department of Environmental Quality

Department of Fish and Wildlife Department of
Forestry
Division of State Lands
Water Resources Department

7 ADDITIONAL CONTRACTOR RESPONSIBILITIES

- 1) Contractor is responsible for obtaining and paying for all necessary permits.
- 2) Contractor shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.
- 3) Contractor is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

8 PRE-BID MEETING

A mandatory pre-bid meeting will be held on 4/30/2019 at 2:00 PM at the Head Start Building 200 SW 3rd Street Warrenton Oregon 97146. Attendance is required to be a qualified bidder. Statements made by a City representative at a pre-bid meeting are not binding on City unless confirmed by written addendum.

9 INTERPRETATION OF PLANS & SPECIFICATIONS

If the bidder finds discrepancies, omissions or is in doubt as to the true meaning of any part of the contract documents, the bidder shall submit to the City Engineer of Record a written request for a clarification or interpretation. Requests shall be submitted at least seven days prior to the date set for bid opening.

All clarification or interpretation of the contract documents or approval of equivalent products will be made by addendum. All addenda shall be considered in the bid. The City is not responsible for any explanation, clarification or interpretation given in any manner except by addendum.

10 ADDENDA

City will make changes to a solicitation document only by written addenda. An Offeror shall provide written acknowledgement of receipt of issued addenda with its offer unless the City otherwise specifies in the addenda. City will provide notice of addenda by mail or facsimile, and in a reasonable time so as to allow prospective Offerors to consider the addenda in preparing their offer. City may extend closing if City determines prospective Offerors need additional time to review and respond to addenda. City will not, except to the extent required by a countervailing public interest, issue addenda less than 72 hours before closing unless the addendum also extends closing.

11 BID SECURITY

A 5% bid security will be required for this project.

12 RESIDENT BIDDER

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

13 ASBESTOS LICENSE

A Contractor or subcontractor need not be licensed under ORS 468A.720 (Asbestos Abatement License)

14 CONSTRUCTION CONTRACT BOARD REGISTRATION

No bid will be considered unless bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530, as may be required.

15 EXECUTION OF BID

Bids must be made on the bid form provided to prospective bidders.

All prices must be in figures, in ink or typewritten.

No alterations in the proposal, specifications or contract will be allowed.

The bid shall be executed in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the office head, together with certification that the bid has been authorized by the firm's controlling members.

The address of the bidder shall be typed or printed on the bid form. No bid can be withdrawn after having been opened by the Public Works Director.

16 PRICES - FOB DESTINATION

All prices must be FOB destination, with all transportation and handling paid by the bidder.

17 SUBMISSION OF BID

Each bid shall be sealed in a separate envelope, addressed to Collin Stelzig, Public Works Director, at City of Warrenton, 225 South Main Street, P. O. Box 250, Warrenton, Oregon, 97146, 503-861-2233. Date of opening and nature of bid must be plainly marked on the outside of the sealed envelope preceded by the words "sealed bid". Facsimile and electronic submissions of bids will not be accepted. Bids will be publicly opened immediately after 2:00 pm, 5/8/2019.

Bidder is responsible for insuring that the City receives the bid at the time and place required for bid submission regardless of method used to submit the bid. The US Post Office is the agent of the bidder.

Bids received will be considered by the City Council within 45 days of opening of the bid. The successful bidder must execute a contract within 10 days from the date of notification.

All bids must be made upon blank forms furnished by the City. Each bid must be accompanied by a demonstration of the bidder's responsibility under ORS 279C.375(3)(b)

18 NOTICE OF INTENT TO AWARD

The City will at least seven (7) days before the award of a public contract, unless the City determines that seven days is impractical under rules adopted under ORS 279A.065, post or provide to each bidder or proposer notice of the contracting agency's intent to award a contract.

The Bidder will provide sufficient information with the bid to allow the City to promptly make its intention known. Refer to attached Required Responsibility Determination Information form.

19 ACCEPTANCE OR REJECTION OF BIDS

The award of contract, or the rejection of all bids, will be made by the City within 45 calendar days of the bid opening date.

The City reserves the right in its sole discretion to reject any or all bids and to waive any irregularities or formalities. The City may reject any bid not in compliance with public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject, for good cause, all bids upon a finding of the City it is in the public interest to do so.

In selecting the lowest responsive bid, the City reserves the right to take into consideration any or all alternatives called for in the bid form.

A materially unbalanced bid is defined as, "a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City." A bid will be considered irregular and may be rejected if the City determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the City. The City will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the City. If the City finds that a bid is a detriment to the City or not in the best interest of the public, the City will act by rejecting all such unbalanced bids.

Bids which are incomplete or which are conditioned in any way, or which contain erasures or alterations, may be rejected.

The City of Warrenton is an equal opportunity employer.

The successful bidder must enter into a contract within ten (10) calendar days after the award of the contract.

20 START UP

The successful bidder must begin work on the site within five calendar days of receiving the Notice to Proceed. The contract time commences on the day the Notice to Proceed is delivered. The Contractor may, in lieu of beginning work within five days, submit a detailed schedule of the first 30 days of the contract which is acceptable to the City.

21 CERTIFIED INSURANCE

Contractor shall obtain and maintain insurance as described in the attached Public Improvement Contract.

Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City. The City shall be named as additional insured.

22 CITY BUSINESS LICENSE

Successful bidder shall have current business license (occupational tax) with the City of Warrenton prior to entering into an agreement.

23 GUARANTEE

The equipment, materials, or other items proposed and delivered to the City of Warrenton job site shall be complete in every respect and ready for operation and use in accordance with the specifications, with inspection submitted at time of delivery.

24 PERFORMANCE AND PAYMENT BOND

Successful bidder will be required to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

25 CERTIFIED PAYROLL REPORTS

The project improvement value is not expected to exceed \$50,000. Therefore, the Contractor will not need to submit certified payroll reports with the applications for payment.

26 CERTIFICATION OF NON DISCRIMINATION

Contractor will be required to provide a certification of non discrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4).

**City of Warrenton
Headstart Siding Repair Project 2019**

PROPOSED PROJECT SCHEDULE

<u>Date</u>	<u>Event and Responsibility</u>
4/23/2019	Advertise for Bids (City)
4/30/2019 at 2:00 PM	Job site pre-bid walk through at the Head Start Building (Bidders/City). Attendance is required to pre-qualify bidders
5/8/2019 at 2:00 PM	Bid Opening at City Hall
5/13/2019	City to Post Intent to Award
5/20/2019	Deadline for Submission of Bid Protest (Bidders)
5/28/2019	City Commission to Award Bid
6/6/2019	Submit bonds, insurance certificates, signed Agreement and all required paperwork to City of Warrenton. (Contractor)
6/6/2019	Pre-construction meeting with City of Warrenton and Contractor. Anticipated Notice to Proceed issued to Contractor. Begin construction.
September 4 ,2019	Deadline for Completing All Improvements.

Required Responsibility Determination Information

Project Name: **HEADSTART SIDING REPAIR PROJECT-2019**

Business Entity Name: _____

CCB License Number: _____

Information must be submitted to the City to establish the following:

1. The bidder has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
2. The bidder has a satisfactory record of performance.
3. The bidder has a satisfactory record of integrity.
4. The bidder is qualified legally to contract with the contracting agency.
5. The bidder will supply any additional information in connection with a City inquiry concerning responsibility.

As may be required, the City of Warrenton will provide the completed information with attachments, if any, to the State of Oregon Construction Contractors Board within 30 days after the date of contract award.

CITY OF WARRENTON
HEADSTART SIDING REPAIR PROJECT-2019
CERTIFICATE OF NON-DISCRIMINATION

I certify that _____ (name of organization/individual) is in full compliance with ORS 279A.110, designed to prohibit discrimination against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

Signature/Printed Name

Date

BID FORM
CITY OF WARRENTON
HEADSTART SIDING REPAIR PROJECT 2019

BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
Mobilization	1	Lump Sum	\$	\$
South Wing, East Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) Including all materials	1	Lump Sum	\$	\$
East Wing, South Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) including all materials	1	Lump Sum	\$	\$
Replace In-kind Interior Window Trim	200	Lineal Ft	\$	\$
Dry Rot repair (Sheathing Only)	800	Sq/ft	\$	\$
Dry Rot Repair (Sheathing, Framing, Interior, Sheetrock, Trim, insulation, electrical, plumbing, sill plates, etc.)	200	Sq/ft	\$	\$
Paint all restored trim and siding	1	Lump Sum	\$	\$
TOTAL				\$

ADDITIVE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
Additional exterior trim that needs to be replaced on other parts of the building (non-South Wing, East Wall or East Wing, South Wall) Approx. 100'	100	Lineal Ft		
Repair/ replace failing windows 4'6"-2'6" X 3 4.5'-2.5' with slider X 1 1'3"-5'7" X 1 1'6"-4'6" X 3 (See Bid Photos for actual Window Locations)	1	Lump Sum	\$	\$
TOTAL				\$

The undersign bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

The undersigned is ___ YES ___ NO a resident bidder, as defined in ORS 279A.120 (Check One)

The bidder acknowledges receiving and incorporating changes described in Addenda No. _____ through _____.

BIDDING COMPANY DATE

BIDDER'S SIGNATURE TITLE

BIDDING COMPANY MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

CORPORATION: ___ YES ___ NO

TAX NUMBER OR SOCIAL SECURITY NUMBER: _____

CONTRACTOR BOARD NO. _____

SUPPLEMENTAL PROVISIONS
CITY OF WARRENTON
HEADSTART BUILDING SIDING REPAIR PROJECT-2019

- 1. Notice to Proceed:** The Contractor shall obtain a Notice to Proceed from the City before work can commence and before materials should be ordered. The Notice to Proceed will be issued upon proof that the Contractor has obtained the necessary building permit, has the required State of Oregon and City licenses, provides proof of necessary minimum insurance, and has completed the necessary Contract Agreement.

All sub-contractors shall be subject the requirements of licensing and insurance.

- 2. Building Permit:** The Contractor shall be required to obtain a building permit from the City of Warrenton and is a condition of the Notice to Proceed.
- 3. Available Work Time:** The Warrenton Head Start building is a City building that is leased to the Head Start Organization to operate a preschool facility and will be actively using the building. Therefore, part or all the Contractor's work activities may be impacted. A list of dates and times of concern will be available to the Bidders at the Pre-Bid Meeting.
- 4. Progress of Construction Work:** To minimize possible weather damage and vandalism during construction, the Contractor will schedule the removal of the existing siding to one quarter of a wall line at a time. Once the siding has been removed, the underlying sheathing will be inspected for possible dry-rot. If there are no signs of rot, then the work of laying up building paper and new siding may proceed. The Contractor shall take all necessary precautions to prevent weather damage to the existing structure, both inside and outside. The schedule for progressing work from one wall to another will depend upon the number of laborers and materials available, weather, and the work time restrictions.

The Contractor shall inspect the underlying wall sheathing for possible dry-rot, once the old siding has been removed. The Contractor shall promptly notify the Project Manager if dry-rot has been discovered, or if a problem exists that may create a situation for a Change Order. A Change Order will be required for the repair, removal and replacement of damage caused by dry-rot. The contractor will provide a cost per square foot for dry rot repair.

The South wall of the East wing is the wall that has the most obvious issues that need addressed followed by the East wall of the South wing which has similar damage but is not as directly impacted by the weather. Both walls will need the existing siding and trim torn off and disposed of. The walls will need inspected for dry rot any repairs to the structure will need made at this time. The Siding and trim shall be replaced with fiber cement trim and siding installed to the manufacture's specifications. The contractor will provide lump sum costs for each wing including tear off, disposal installation of new siding and trim per manufactures specs with all materials included in the unit price.

The siding on the remainder of the building appears to be in decent condition however, there is approximately 100' +/- of additional trim that needs to be repaired on other walls. The contractor will provide a cost per foot for this additional trim replacement.

Sheetrock will also need to be repaired and finished back to existing condition. Cost for restoration of any sheet rock will be provided in cost per square foot.

Several windows on the structure are failing. The contractor will provide a lump sum price to replace the failed windows. There are 8 windows that have blown seals.

The failed windows types and quantities are:

- 4'6"-2'6"X Three
- 4.5'-2.5' with slider X One
- 1'3"-5'7"X One
- 1'6"-4'6" X One

The Contractor will begin work on the south wall of the east wing. Then, the Contractor will begin work on the east wall of the south wing.

5. Change Order: The Contractor may request and/or the City may order changes in the work or the timing or the sequencing of the work that impacts the contract price or the contract time. All such changes in the work that effect contract price or contract time shall be formalized in a Change Order. The Contractor and the City shall negotiate in good faith an appropriate adjustment to the contract price and/or the contract time, concluding their negotiations as expeditiously as possible. Acceptance of the Change Order shall not be unreasonably withheld.

An increase or decrease in the contract price and/or contract time shall be determined by one or more of the following methods:

1. Utilizing unit prices as set forth within this Agreement;
2. A mutually accepted, itemized lump sum;
3. Costs calculated on a basis agreed upon by the City and the Contractor, plus a fee to which they agree;
4. If an increase or decrease cannot be agreed to as set forth in item 1-3 above and the City issues an Interim Directed Change, the cost of the change in the work shall be determined by the reasonable actual expense and savings of the performance of the work resulting from the change.

6. Payments: The Contractor will submit his application for payment based upon the itemized Bid Form. Application for payment will be made to the Project Manager, for his approval. Payment will be made at the end of each month for the percentage of work completed during that particular month. The Project Manager will forward the approved application to the City Finance Director.

The Contractor will submit his monthly invoice to the City via US Mail – do not hand deliver. Invoices received by the City by the 5th of the month will be paid by the 15th of that month. Payment checks will be sent to the Contractor via US Mail – will not be hand delivered.

Approved payment requests will include a five (5%) retainage. The accumulated retainage will be paid to the Contractor on the final payment.

Payments for materials is included in the associated bid items and only include building materials to be used for this project, delivered and securely stored. The Contractor shall take all necessary precautions to protect the building material from vandalism, weather, and theft.

Final payment will require a Lien Release signed and notarized.

- 7. Completion Date:** The completion date shall be Sept 4,2019. Completion will require all the work to be completed and the site cleaned up.
- 8. Ligated Damages:** The agreed upon amount of ligated damages shall be one-hundred dollars (\$100.00) per calendar day. Ligated damages shall commence on the first calendar day after the specified completion date and shall continue thereafter each and every calendar day until all of the work is satisfactorily completed and accepted by the City.
- 9. Delays and Extensions of Time:** If the Contractor is delayed at any time in the commencement or progress of the work by an act of neglect of the City, or by changes ordered in the work, by and industry-wide labor dispute, fire, unusual delay in delivers, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, then the Contract time will be extended by Change Order for such reasonable time as the City may determine. No extension of time for completion will be allowed for delays or suspensions to the extent caused by or contributed by the fault or negligence of the Contractor, subcontractors, or anyone for whom the Contractor is responsible.
- 10. Building Paint Color:** All the replaced siding and trim shall be primed before receiving a minimum of two top coats of 100% acrylic exterior grade paint. The paint shall be color matched to the existing paint schemes currently on the building. The Contractor is to submit color samples and product information to the City for approval, before ordering products.
- 11. Clean-up and Protection of Landscaping:** The Contractor shall take all necessary precautions to protect the trees, shrubs, the roof, adjacent property, and adjacent structures from paint overspray and damage by his construction. Clean-up of building materials and work tasks shall be a daily and on-going work task, the cost of which shall be part of the Contractors overall work duties.

**CITY OF WARRENTON
CONTRACT FOR SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and _____, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES: (Title: _____)

- A. CONTRACTOR shall provide services for the CITY, as outlined in its attached quote, dated _____ from _____, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, **the RFP, or solicitation document**, and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$ _____ for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice referencing _____ for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.

C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

C. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

20. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

21. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, Deputy City Recorder Date

CONTRACTOR:

BY: _____
Date

CITY OF WARRENTON HEADSTART SIDING PROJECT 2019

WORK TASKS

REMOVE AND DISPOSE OF EXISTING SIDING AND TRIM, INSTALL NEW BUILDING WRAP, INSTALL FIBER-CEMENT SIDING AND TRIM, CAULK JOINTS AND OPENINGS, PAINT AS SPECIFIED WITH TWO (2) TOP COATS.

GENERAL SPECIFICATIONS

EXISTING BUILDING CONSTRUCTION INCLUDES 2x6 STUD FRAMING AT 16" ON-CENTER, COVERED WITH 1/2-INCH PLYWOOD SHEATHING, COVERED WITH 15-LB PAPER, COVERED WITH COMPOSITE LAP SIDING WITH 6" EXPOSURE.

CONTRACTOR TO INSPECT THE UNDERLYING WALL SHEATHING FOR POSSIBLE DRY ROT. NOTIFY PROJECT MANAGER IF DRY ROT IS FOUND.

THE PROJECT MANAGER IS KYLE SHARPSTEEN. THE CONTRACTOR SHALL SCHEDULE HIS WORK AND REQUIRED INSPECTIONS WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL PROCESS PAYMENTS AND REQUESTS FOR CHANGE ORDERS AND DEVIATIONS FROM THE REQUIRED WORK WITH THE PROJECT MANAGER.

ALL WINDOWS SHALL BE RE-FLASHED PER BUILDING CODE AND MANUFACTURERS RECOMMENDATIONS, FORTI FLASH IS THE CITY'S PREFERRED FLEXIBLE MEMBRANE.

OSB IS NOT ALLOWED TO BE USED IN DRY ROT REPAIR

CONSTRUCTION SPECIFICATIONS

ALL STRUCTURAL DETAILS SHALL CONFORM TO THE ORIGINAL CONSTRUCTION DRAWINGS (*MCM ARCHITECTS/ HEAD START PROJECT 94084/ JUNE 15, 1995*), CURRENT BUILDING CODES AND AS REQUIRED BY THE CITY OF WARRENTON BUILDING DEPARTMENT. IF THERE IS A CONFLICT BETWEEN SUCH DETAILS THE BUILDING DEPARTMENT REQUIREMENTS SHALL PREVAIL.

CONTRACTOR TO REMOVE AND REPLACE SIGNS, LIGHTS, SWITCHES, GUTTERS, DOWN SPOUTS, AND LIKE ITEMS ATTACHED TO THE BUILDING, AS IS NECESSARY, IN ORDER TO COMPLETE THE RE-SIDING AND PAINTING WORK.

USE COMPARABLE FIBER CEMENT TRIM ON THE EXTERIOR CORNERS, AROUND WINDOWS, AND AROUND DOORS. INSTALL 30-LB. BUILDING WRAP AS PER MANUFACTURER'S RECOMMENDATION.

CAULK SIDING AT ENDS AND AT CUTS. CAULK BUTT JOINTS, IN ADDITION TO WHAT THE MANUFACTURER MAY REQUIRE FOR "BUTT JOINT FLASHING".

"BLIND" NAIL SIDING, WITH NAILING AT LOCATION OF EXISTING STUDS. "FACE" NAILING

ONLY AS MAY BE NECESSARY. TRIM TO BE "FACE" NAILED. ALL EXPOSED NAILS SHALL BE STAINLESS STEEL.

REPLACE EXISTING METAL FLASHING, AND INSTALL NEW METAL FLASHING AS MAY BE REQUIRED, USING STAINLESS STEEL FLASHING

MATERIAL SPECIFICATIONS

SIDING MATERIAL SHALL BE FIBER-CEMENT LAP TYPE SIDING, EITHER "HARDI PLANK" TYPE OR "CERTAINTEED" LAP FIBER-CEMENT TYPE SIDING.

SIDING MATERIAL SHALL BE "PRE-PRIMED".

SIDING MATERIAL SHALL BE 5/16 x 7-1/4" TEXTURE CEMENT BOARD, INSTALLED WITH 6" EXPOSURE, APPEARANCE AND LAYOUT TO MATCH THE SIDING ON THE EXISTING WALLS.

TRIM MATERIAL SHALL BE 5/4" FIBER CEMENT TRIM.

BUILDING WRAP SHALL BE BLACK 30-LB FELT PAPER, INSTALLED AS PER THE BUILDING CODE EXCEPTION WITH THE REQUIRED FLASHING AROUND DOORS AND WINDOWS.

CAULKING SHALL BE "VULKUM" TYPE FLEXIBLE CAULKING, OR SIMILAR.

PAINTING SHALL INCLUDE THE USE OF LATEX PRIMER AND 100% ACRYLIC EXTERIOR PAINT. TWO (2) TOP COATS OF FINISH ACRYLIC EXTERIOR PAINT SHALL BE REQUIRED ON THE SIDING AND TRIM. PAINT COLOR WILL BE COLOR MATCHED TO THE EXISTING COLORS SCHEME. THE COLOR SAMPLES AND SPECIFICATIONS MUST BE APPROVED BEFORE ORDERING.

NAILS USED FOR "BLIND" NAILING WILL BE GALVANIZED. NAILS USED FOR "FACE" NAILING WILL BE STAINLESS STEEL.

Project Bid Photos



South Wall East Wing (Failed windows in yellow)



East Wall South Wing (Failed windows in yellow)







