

RESOLUTION NO. 2012-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARIBALDI, ACTING AS THE GARIBALDI CONTRACT REVIEW BOARD, APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT

WHEREAS, the City seeks to maintain Fir Ave. from 3rd to 4th Street, and the City owned parking lot located at 233 Garibaldi Ave.; and,

WHEREAS, Garibaldi Municipal Code (GMC) §3.10, provides a process for the competitive bidding of public works construction projects,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. The Garibaldi City Council (Council), acting as the local contract review board, approves the Invitation to Bid for the City of Garibaldi titled "OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT" (Project) document, substantially in the form presented to the Council and attached as **Exhibit A**, incorporated by reference into this resolution.

Section 2. The Council approves Project "Scope of Work – Bid Form" document, substantially in the form presented and attached as **Exhibit B**, incorporated by reference into this resolution.

Section 3. The Council approves Project "Agreement" document, substantially in the form presented to the Council and attached as **Exhibit C**, incorporated by reference into this resolution.

Section 4. The Council delegates to the city manager the authority to make any necessary changes to Exhibits A, B and C for the purpose of soliciting bids for the Project.

Section 5. The Council delegates to the city manager the authority to conduct the bidder selection process as described in GMC §3.10.150 and §3.10.160. This authority includes, but is not limited to, determining pre-qualification of bidders, verifying information provided by bidders, and selecting the most lowest qualified bidder.

Section 6. The Council delegates to the city manager the authority to enter into an agreement with the lowest qualified bidder for Project, and authorizes the City Manager to expend up to \$20,000 from the Street and Wastewater Funds Capital Outlay categories to complete Project.

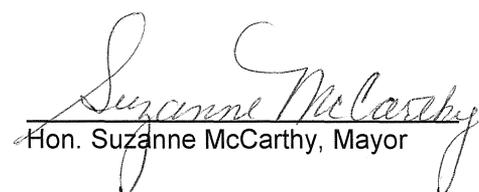
Section 7. This resolution is effective on the date of adoption by Council.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR, this 20th day of August, 2012.

ATTEST:



John O'Leary, City Manager



Hon. Suzanne McCarthy, Mayor

Attached – **Exhibit A** – Invitation to Bid - OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT

Exhibit B – Project Scope of Work – Bid Form

Exhibit C – Project Agreement

Exhibit A - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – INVITATION TO BID

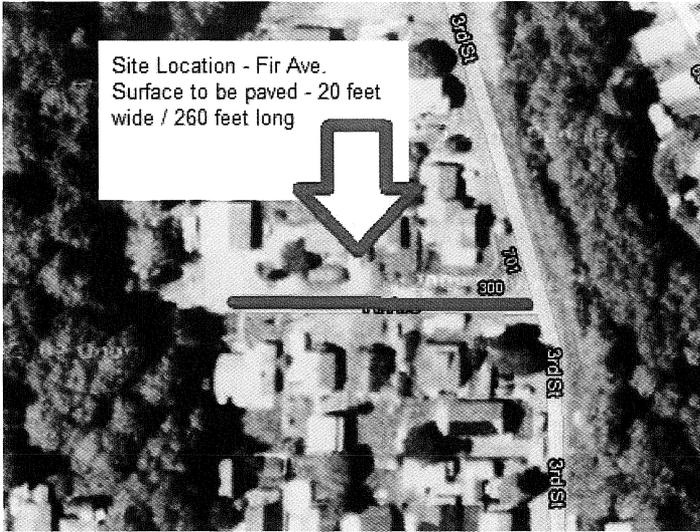
**INVITATION TO BID
CITY OF GARIBALDI
OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT
AUGUST 2012**

The City of Garibaldi is calling for bids to pave Fir Ave. from 3rd to 4th Street, and a City owned parking lot located at 233 Garibaldi Ave. Sealed bids for furnishing all materials, equipment, labor and services for the construction of the “**OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT**” for the City of Garibaldi, Oregon, will be received either by mail or personally delivered to the City of Garibaldi, 107 Sixth Street, Garibaldi, OR 97118, **until 2:00pm on August 29, 2012**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time at the Garibaldi City Hall.

Project specifications, including bidding documents and conditions of the agreement, can be obtained at the offices of the City of Garibaldi, 107 Sixth Street, Garibaldi, Oregon, or on the City’s website at www.ci.garibaldi.or.us. This project is estimated to cost less than \$20,000. Bidders must be properly licensed with the Oregon Construction Contractors Board prior to submission of its bid and throughout the performance of work on the project; Provide proof of insurance as required in the project specifications at the time that the contract is awarded; maintain the required level of insurance throughout the performance of the work on the project; and submit first-tier subcontractor disclosure within two working hours after the date and time of the deadline when bids are due in accordance with ORS 279C.370.

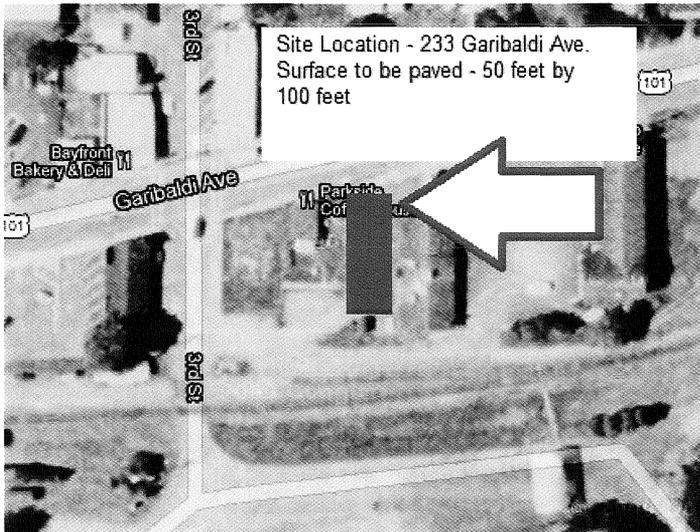
Each bid must be submitted on forms prescribed by the City. Contractor must promptly furnish evidence of all required insurance, including workers' compensation insurance, before the performance of any work. In determining the lowest responsible bidder, the City will consider all of the factors identified in Garibaldi Municipal Code §3.10.160(B)(1) as supplemented by ORS 279C.375. The City may reject any bid not in compliance with all prescribed public contracting procedures and requirements, and may reject, for good cause, all bids upon a finding of the City that it is in the public interest to do so. For more information regarding this project, contact John O’Leary, Garibaldi City Manager, at 503-322-3327, or Wayne Schultz, Garibaldi Public Works Director, at 503-322-0217. The City of Garibaldi is an equal opportunity provider.

Exhibit B - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – SCOPE OF WORK – BID FORM



Fir Ave. between 3rd and 4th Streets – Description of Work

Site will require a 1 inch leveling layer and a 2 inch finish layer of HMAC covering approximately 5,200 square feet. Approximately 3,500 square feet of existing surface is post-utility construction gravel with 3/4" gravel finish. The other 1,700 square feet of existing asphalt surface shall be prepared for asphaltting by the Contractor. This road surface has slope of approximately 20 degrees or less. Paving is to begin at the finished edge of 3rd Street, proceed towards 4th Street for 260 feet and stop with a straight finished edge suitable for shoulder rock.



233 Garibaldi Ave. – Description of Work

Site will require a 2 inch, single overlay of HMAC covering approximately 5,000 square feet of existing asphalt surface. Existing surface is to be prepared by Contractor. There is no significant slope to this surface, and the contractor is required to provide adequate slope to the finish surface to ensure proper storm water management; questions on this should be referred to the Garibaldi Public Works Director. All edges will be tapered to existing asphalt or abut existing concrete curbing. Adjacent asphalt is to be left in clean condition with no unsanded oil or tack coat remaining on surface. Loose asphalt is to be swept up and removed by Contractor.

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

**CITY OF GARIBALDI – _____
OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT AGREEMENT**

City of Garibaldi
P.O. BOX 708
Garibaldi, Oregon 97118
Phone (503) 322-3327
Fax (503) 322-3737
Email john@ci.garibaldi.or.us

Contractor: _____
Address: _____

Phone: _____
Fax _____
Email _____

This Agreement is between the **City of Garibaldi (“City”)** and _____
(“Contractor”) for the purpose of a public works project not to exceed
\$ _____ and generally described as asphalt paving of a public street.

This Agreement is effective _____.

RECITALS

A. The City of Garibaldi issued an invitation for bid to furnish materials, equipment, labor and services of all kinds to pave Fir Avenue, between 3rd and 4th Streets, and the City owned parking lot located at 233 Garibaldi Ave. in the City of Garibaldi.

B. Contractor submitted a Bid to perform this work that specified a **unit cost of \$ _____ per Ton of Hot Mixed Asphalt Concrete (HMAC)** that was the lowest bid received.

AGREEMENT

1. PROJECT

Contractor, in consideration of the sum Owner will pay to Contractor, and of the covenants and agreements contained in this Agreement, at its cost agrees to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the construction of “OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT”. The scope of this project is described in “CITY OF GARIBALDI OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT AUGUST 2012 Scope of Work – Bid Form” as submitted to the City by Contractor, and attached as **Exhibit A** of this agreement.

2. COMPENSATION

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

In consideration of the faithful performance of the work as set forth in this Agreement, and in accordance with the direction of the City and to City's satisfaction to the extent provided in the Agreement, City agrees to pay to the Contractor as compensation an amount not to exceed \$_____, to be calculated on the per-ton purchase of HMA at a unit cost of \$_____ per ton. City agrees to make payment in full within twenty (20) days after Contractor has the City Manager accepts the Project as substantially complete.

3. CONSTRUCTION COMPLETION DATE

Contractor agrees to complete the work within the time specified: **October 1, 2012**. Contractor agrees that City has the right to immediately terminate this agreement and contract with the next responsible bidder to complete the work defined in Exhibit A if Contractor fails to schedule this project by **September 15, 2012**, and complete this project by the **October 1, 2012**. Contractor shall not be entitled to any compensation by City other than work described in Exhibit A.

4. CONSTRUCTION STANDARD

Contractor agrees construction work performed by Contractor shall comply with the adopted City's Public Engineering Standards – 2008 APWA/ODOT Oregon Standard Specifications for Construction Section 00745. By signing this Agreement, Contractor acknowledges he has inspected the site of the project and investigated at this location all conditions normally associated with construction, and found there are no unusual conditions that could not be discovered with reasonable inspection.

5. INSURANCE REQUIREMENTS

- A. Policies – Participant is responsible for obtaining insurance coverage as follows:

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to CITY. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death: Combined single limit for any single claimant per occurrence: From July 1, 2012 to June 30, 2013: **\$600,000**.

Aggregate limit for all claims per occurrence: From July 1, 2012 to June 30, 2013: **\$1,200,000**.

Property Damage: Combined single limit for any single claimant per occurrence: From commencement of the Agreement term to July 1, 2013: **\$104,300**.

Aggregate limit for all claims per occurrence: From commencement of the Agreement term to July 1, 2013: **\$521,400**.

- B. Additional Named Insured

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

The City of Garibaldi shall be included as an additional insured on the required policies, with the name “City of Garibaldi” shown on the endorsement of the certificate of insurance.

C. Certificate of Insurance

Contractor’s insurer shall provide an original certificate of insurance to the City certifying compliance with the requirements of this section. The certificate shall be attached to this Agreement as **Exhibit B**.

6. LICENSES AND PERMITS

Contractor shall obtain and maintain at all times under this Agreement any licenses and permits required by local, state and federal law. For purposes of this Agreement, Contractor shall comply with the following:

- A. Contractor must be registered with the Oregon Construction Contractors Board at all times under the Agreement. **Contractor’s Oregon state license number is CCB _____.**
- B. Contractor and all subcontractors must obtain a City of Garibaldi Business License prior to signing this contract. The fee for a business license shall not be waived.

7. PERFORMANCE BOND & PAYMENT BOND

Unless the Project is such that the City Council approves an exemption from the required security, Contractor shall provide a performance bond in amount equal to the full contract price, for the benefit of the City of Garibaldi, guaranteeing performance of all work including warranty for a period of one year. Contractor shall also provide a payment bond in an amount equal to the full contract price for the protection of claimants under ORS 279C.600. Each bond must be executed solely by a surety company holding a certificate of authority to transact surety business in Oregon, and in a form approved by City.

8. WARRANTY

Contractor shall indemnify and save harmless the City from any and all defects appearing to develop in the workmanship or materials performed or furnished under this Agreement for a period of one (1) year after the date of written notice from the Police Chief accepting the work as complete.

Contractor shall warrant the work for one year from the date of notice of acceptance of the Project, including labor and repair of minor storm damage without charge.

9. PROTECTION OF PROPERTY AND PERSONS

In the performance of the work to be done under the contract, Contractor shall use every reasonable and practicable means to avoid damage to property, injury to persons and loss, expense, inconvenience and delay to property owners, users of streets or highways and others. Contractor shall provide protective devices and flag-persons wherever and whenever needed in affording this

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

protection and in the performance of the work, and shall not use means or methods that unnecessarily endanger either persons or property.

At points where the Contractor's operations are adjacent to properties of telephone, water or gas, or other pipeline and power companies, or are adjacent to other property, work shall not be commenced until all arrangements have been made that are necessary for the protection of the interests of the Owner as well as any third-party interest.

10. RESTORATION OF DAMAGED PROPERTY

All damage and injury to property that may be caused by or that may result from the carrying out of the work to be done under this Agreement or from any act, omission or neglect of the Contractor, their subcontractors, or their employees, shall promptly be made good by the Contractor either by the repairing, rebuilding, or replacing of the property damaged or in some other manner satisfactory to the Owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily make good such damage or injury, the Owner may without notice to the Contractor proceed to repair, rebuild or replace such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Agreement, or take any other action or available remedy to compensate Owner to repair such damage.

In applying these provisions, the repairing, rebuilding or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding, or replacing is accomplished.

11. RESPONSIBILITY FOR DAMAGE

Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission or neglect of the Contractor, his subcontractors, or his employees in the performance of the work to be done under this contract.

12. INDEMNIFICATION

Contractor shall protect, hold harmless, defend and indemnify the City (including its officers, agents, and employees and the Engineer) from all liability, penalties, costs, losses, damage, expenses, causes of action, or suits in equity, claims or judgments, or decrees (including attorneys' fees) resulting from injury or death sustained by any person (including Contractors' employees) or damage to property (including the work) of any kind, which injury, death or damage actually or allegedly arises out of or is in any way connected with performance of the work under this contract.

13. MAINTENANCE AND WARRANTY INFORMATION

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

Before City pays the compensation specified in Section 2, Contractor shall provide operating and maintenance information including but not limited to the following, as determined necessary by the Public Works Director:

- A. Maintenance instructions of all equipment furnished and installed.
- B. Suppliers' names, addresses and telephone numbers along with manufacturer's job numbers and/or purchase order numbers.
- C. Information on manufacturer's warranty.
- D. All items available in 8-1/2 inch by 11-inch size shall be inserted in three ring binders, including larger materials folded and inserted in appropriate envelopes. The materials submitted will be reviewed by the City and any additional maintenance information requirements will be determined by the City. Such additional information, if any, shall be furnished by the Contractor.

No payment will be released until the above information submittal is complete.

14. ADHERENCE TO LAW

Contractor shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the services provided under this Agreement. Contractor agrees that the public contract provisions contained in ORS 279B and C shall apply to and govern the performance of this Agreement. Further, Contractor agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations.

15. MODIFICATION

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, executed by City and Contractor, which increases or decreases the cost to City of the agreed sum or changes or modifies the scope of services or time of performance. No modification shall be binding unless executed in writing by Contractor and City.

16. DISPUTE RESOLUTION/ENFORCEMENT

The parties agree to resolve any dispute by mediation prior to filing any claim or suit. Any dispute arising under this Agreement shall first be subject to mediation. If the parties cannot agree on a mediator, then each party shall select a mediator and the two mediators so selected shall select a mediator who shall mediate the dispute. Each party is responsible for paying its own costs and attorneys' fees as a result of any mediation.

The parties may use the same process to enter into non-binding arbitration conducted in the City of Garibaldi or another mutually acceptable location, with each party paying half of the arbitrator's fee and any costs, and with each party responsible for paying its own attorneys' fees.

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

In the event there is any dispute between the parties arising out of this Agreement that is not resolved by mediation or arbitration, it shall be determined in a court of competent jurisdiction for Tillamook County, Oregon.

17. LAW OF OREGON

- A. This Agreement shall be governed by the laws of the State of Oregon. Contractor shall comply with all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum wage requirements.
- B. Public Records Law. Contractor and City acknowledge and understand that Oregon Public Records Law applies to all documents or records produced in the course of work under this Agreement.

18. REQUIRED PUBLIC CONTRACT PROVISIONS

This Agreement is subject to the provisions of ORS Chapter 279B that govern public services contracts, to the extent those provisions apply to the services performed under this Agreement. Contractor shall comply with all applicable provisions of ORS Chapter 279A, B, and C and Chapter 3.10 of the Garibaldi Municipal Code with regard to public contracts, including but not limited to the following:

- A. Contractor shall make payment promptly, as due, to all persons supplying services, labor or materials for the performance of the work provided for in this Agreement.
- B. Contractor shall pay all contributions or amounts due to the Industrial Accident Fund from the Contractor or its subcontractors incurred in the performance of this Agreement.
- C. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished in the performance of work as provided for in this Agreement. If Contractor fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due Contractor under this Agreement.
- D. Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Should Contractor elect to utilize employees on any aspect of this Agreement, Contractor shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Contractor's responsibility. Contractor shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth in this Agreement or in the Proposal as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in Contractor's compensation.

- F. Contractor shall pay promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, or hospital care services or other needed care or attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such services.
- G. Contractors and any subcontractors that employ subject workers who perform work under this Agreement in the State of Oregon shall either comply with ORS 656.017 and provide the required workers' compensation coverage or be exempt from such requirements under ORS 656.126. Contractor shall ensure that each subcontractor, if any, that employs subject workers who perform work under this Agreement complies with these requirements. Contractor shall provide City with such further assurances as City may require from time to time that Contractor and its subcontractors, if any, are in compliance with these requirements. Contractor shall furnish evidence of sufficient workers' compensation insurance coverage before the work commences.

Workers' Comp. Ins. Co. _____

Workers' Comp. Policy/Binder No. _____

- H. Condition concerning hours of labor.
 - (1) Except as specifically provided in this section, Contractor agrees a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
 - (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

Exhibit C - A RESOLUTION APPROVING INVITATION TO BID, DRAFT CONTRACT, AND SCOPE OF WORK – BID FORM, FOR THE OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT PROJECT – AGREEMENT

- (2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) (a) Persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

19. EQUAL EMPLOYMENT OPPORTUNITY

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, sexual orientation, gender identity, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

Each party by its signature below subscribes to this Agreement this ____ day of _____, 2012.

CONTRACTOR: _____

By _____

Title _____

CITY: CITY OF GARIBALDI

By _____

John O’Leary, City Manager

Attached Exhibits:

Exhibit A – CITY OF GARIBALDI OVERLAY PAVING OF FIR AVE. AND CITY PARKING LOT AUGUST 2012 Scope of Work – Bid Form

Exhibit B – Insurance Certificate