City of Springfield
225 Fifth Street
Springfield, OR 97477

Quote Submittal

Project Number: P21120

Project Title: Centennial Blvd, 5th St and 28th St Manhole Surface Repair

Quote:

We _____ submit a lump sum quote for the construction of the above referenced project in the amount of $_____;
_____.
The undersigned Contractor agrees to construct a functionally complete project, in accordance with the terms and conditions as specified in the Request for Competitive Price Quote documents, and to provide all resources that are required and that may reasonably be inferred to produce the intended result. The Quote amount may only be modified by a Change Order or Contract Amendment.

Terms, Declarations and Submittal:

Prospective Contractor's Understanding
The Prospective Contractor, hereinafter referred to as Contractor, shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Request for Competitive Price Quote documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Request for Competitive Price Quote documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Contractor must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

Quote
The undersigned Contractor having examined the Specifications and Request for Competitive Price Quote documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project Number P21120 in accordance with this quote, the Contract Plans, applicable Building Codes, City of Springfield Standard Construction Specifications, 1994 Edition, and all subsequent modifications, the Special Provisions, and all other Request for Competitive Price Quote documents at the prices and on the terms herein contained.

Quote Acceptance Period
This quote will remain subject to acceptance for a period of 60 days after the quote opening, or for such longer period of time that the Contractor may agree to in writing upon request of the City.

Time is of the Essence
Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

Liquidated Damages

The City of Springfield and the Contractor agree that; (a) time is of the essence; (b) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (c) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (d) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the Contract time by the Contractor or the Contractor's failure to report sewage spills. Therefore, it is agreed as follows:

a. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of $100.00 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

b. Failure to Report Spills

The Contractor also agrees to liquidated damages in the amount of $500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the Contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to $32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to $11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

Contract Time of Completion

The Contractor shall not begin work under this Contract until written Notice to Proceed has been received. The Contractor shall complete all work on each street within three (3) consecutive calendar days and remove all traffic control devices, signs, plates, and flaggers within (7) consecutive calendar days from the date work is started. Five (5) manholes are located on Centennial Boulevard, Six (6) manholes are located on 5th Street and four (4) manholes are located on 28th Street. Contractor may determine the sequence in which the streets are completed, as they are not required to be completed concurrently, however once work on any given street has begun all work on that street must be completed within three (3) consecutive calendar days.

All work on this project shall be completed no later than November 30, 2015.

Certifications

The undersigned hereby certifies that:

1.) If awarded the Contract, that they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 2762 as applicable.

2.) The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

3.) In accordance with ORS 279C.505, the Contractor will;

   a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.

   b) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

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

d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

e) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract.

4.) The Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 1 of the Instruction to Prospective Contractors. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:

a.) Terminate the Contract,
b.) Complete the work itself,
c.) Use non-owner forces already under contract with the City of Springfield,
d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.

5.) In accordance with ORS 279C.530, the Contractor will;

a) Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

1. May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or

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

3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6.) They have not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.

7.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the *List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.

8.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(4).

9.) The Contractor shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractor's license as defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable, in place at the time the quote is presented.

10.) All Subcontractors shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractors license as

defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable in place prior to performing any work under the Contract.

11.) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.

Addenda

All Addenda issued are considered to be part of the specifications of the Request for Competitive Price Quote and, as such, are incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the quote as presented.

Addendum Number	Addendum Date

Declarations

The undersigned Contractor declares that the only persons or parties interested in the quote are those named herein, that this quote is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the quote is made without any connection or collusion with any person submitting another quote on this project.

I have read, fully understand, and agree that as Contractor I, and all Subcontractors performing work on the project, will comply with all of the terms and conditions of the contract for which this quote is presented. By signing below I attest that I am an officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this quote for consideration.

If the Quote is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Quote, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

Contractor's Signature _____

Contractor's Name *(Please Print)* _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

E-mail Address _____ Fax Number _____

Date _____