



# PUBLIC NOTICE

## AUMSVILLE CITY COUNCIL MEETING

Chester Bridges Memorial Community Center  
555 Main Street, Aumsville, Oregon 97325

**MONDAY, October 28, 2019**

### A G E N D A

**1) CALL TO ORDER: 7:00PM**

- A. Pledge of Allegiance
- B. Approve Agenda

**2) PRESENTATIONS, PROCLAMATIONS, & VISITORS**

- A. **Public Comment** is welcome at this time on agenda items other than public hearings – please limit comments to 3 minutes.

**3) CONSENT AGENDA: (Action)**

- A. Review of Bills: October 10, 2019 through October 15, 2019 Check Registers
- B. ACC Meeting October 14, 2019 Minutes

**4) PUBLIC HEARINGS: None**

**5) OLD BUSINESS: None**

**6) NEW BUSINESS: (Action)**

- A. Water/Sewer SCADA Upgrade Contract – The Automation Group (TAG)
- B. Michael Way Resurfacing Bid Award – North Santiam Paving Co.

**7) CITY ADMINISTRATOR REPORT**

**8) MAYOR AND COUNCILORS REPORTS**

**9) GOOD OF THE ORDER:**

- A. Other business May Come Before the Council at This Time

**10) CORRESPONDENCE: None**

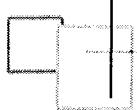
**11) EXECUTIVE SESSION: None**

**12) ADJOURNMENT**

The City of Aumsville does not, and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.

# Accounts Payable Register



City of Aumsville

Fiscal: 2019-20

Deposit Period: 2019-20 - October

Check Period: 2019-20 - October - First Council

Riverview Community Bank		9001000967		
Check				
53589	AIRGAS USA, LLC	10/10/2019	\$31.05	
53590	AMERIGAS	10/10/2019	\$110.00	
53591	DELL MARKETING L.P.	10/10/2019	\$7,309.52	
53592	FACTORY40	10/10/2019	\$272.00	
53593	FERGUSON WATERWORKS #3011	10/10/2019	\$10,094.40	
53594	MARION COUNTY TREASURY DEPARTMENT	10/10/2019	\$37,735.93	
53595	METCOM 9-1-1	10/10/2019	\$40.27	
53596	MNOP	10/10/2019	\$591.84	
53597	OFFICE DEPOT, INC	10/10/2019	\$243.94	
53598	OREGON DEPARTMENT OF REVENUE	10/10/2019	\$766.55	
53599	OWEN EQUIPMENT COMPANY	10/10/2019	\$83,102.00	
53601	RITZ SAFETY	10/10/2019	\$144.51	
53602	STAN BUTTERFIELD P.C.	10/10/2019	\$750.00	
53603	ULTREX BUSINESS SOLUTIONS	10/10/2019	\$258.85	
53604	WATERLAB CORP	10/10/2019	\$1,120.00	
53605	WIRE WORKS, LLC	10/10/2019	\$577.95	
53609	PRO-VISION, INC	10/11/2019	\$101.23	
EFT Payment 10/9/2019 1:24:32 PM - 1	DE LAGE LANDEN FINANCIAL SERVICES, INC.	10/10/2019	\$85.00	
EFT Payment 10/9/2019 1:24:32 PM - 2	REPUBLIC SERVICES #456	10/10/2019	\$60.00	
EFT Payment 10/9/2019 1:24:32 PM - 3	RIVERVIEW COMMUNITY BANK	10/10/2019	\$6,331.21	
	Total	Check	\$149,726.25	
	Total	9001000967	\$149,726.25	
	Grand Total		\$149,726.25	

# Accounts Payable Register



## City of Aumsville

Fiscal: 2019-20

Deposit Period: 2019-20 - October

Check Period: 2019-20 - October - First Council

Riverview Community Bank

Check

53610

53611

53612

53613

53614

53615

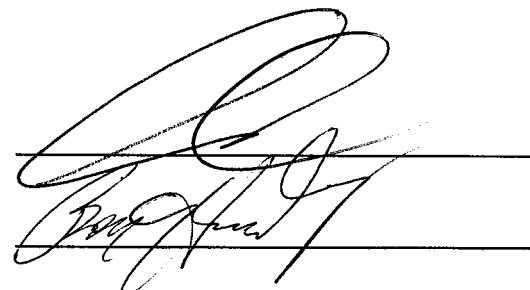
53616

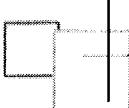
EFT Payment 10/14/2019 12:07:37 PM - 1

SEPT 2019 WBF

9001000967

BOLYNEUS BIOLOGICAL SOLUTIONS, LLC	10/14/2019	\$4,473.96
CANYON CONTRACTING LLC	10/14/2019	\$5,977.00
MARION COUNTY TREASURY DEPARTMENT	10/14/2019	\$15,914.95
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS	10/14/2019	\$63.75
PLATT ELECTRIC SUPPLY	10/14/2019	\$17.42
TRAFFIC SAFETY SUPPLY CO., INC.	10/14/2019	\$2,623.90
WESTECH ENGINEERING INC	10/14/2019	\$4,691.25
NW NATURAL	10/14/2019	\$90.36
OREGON DEPARTMENT OF REVENUE	10/14/2019	\$70.36
Total	Check	\$33,922.95
Total	9001000967	\$33,922.95
Grand Total		\$33,922.95





# Payroll Register

## City of Aumsville

Fiscal: 2019-20

Deposit Period: 2019-20 - October

Check Period: 2019-20 - October - First Council

Printed by AUMSVILLE\jhoyer on 10/11/2019 10:15:21 AM

Payroll Register

Riverview Community Bank      **9001000967**

**Check**

53606	Casarez, Santos N	10/15/2019	\$83.02
53607	Purdy, Larry W	10/15/2019	\$83.02
53608	Solano-Coles, Andrew C	10/15/2019	\$249.07
<u>Direct Deposit Run - 10/10/2019</u>	Payroll Vendor	10/15/2019	\$35,028.15
<u>EFT 10252019</u>	PERS	10/15/2019	\$10,797.06
<u>EFT 45371011</u>	Oregon Department of Revenue	10/15/2019	\$3,485.10
<u>EFT 55973127</u>	EFTPS	10/15/2019	\$12,861.18
<u>EFT HSA10152019</u>	HSA Bank	10/15/2019	\$971.66
<u>EFT OSGP10152019</u>	VOYA - STATE OF OREGON - LG#:2234	10/15/2019	\$500.00
<u>EFT V10152019</u>	Valic	10/15/2019	\$849.15
<u>EFT XFC0Q1R6657</u>	CALIFORNIA STATE DISBURSEMENT UNIT	10/15/2019	\$273.00
<u>HDSHP DON 10152019</u>	CITY OF AUMSVILLE	10/15/2019	\$101.47
	Total	Check	<b>\$65,281.88</b>
	Total	9001000967	<b>\$65,281.88</b>
	Grand Total		<b>\$65,281.88</b>



# City of Aumsville



595 Main St., Aumsville, OR 97325  
Office: (503) 749-2030 -- FAX: (503) 749-1852  
Email: rharding@aumsville.us

## AUMSVILLE CITY COUNCIL Minutes – October 14, 2019

Mayor Clevenger called the meeting to order at 7:00 PM in the Chester Bridges Memorial Community Center, 555 Main Street, Aumsville, Oregon. Council present was: Mayor Derek Clevenger, Councilors Gus Bedwell, Nico Casarez, Jim Case, Angelica Ceja, Larry Purdy, and Della Seney. Council absent were none. City Administrator Ron Harding (CA Harding), and City Clerk Colleen Rogers (CC Rogers) were also present.

**Approval of Agenda:** Mayor Clevenger asked for a motion to approve the agenda. Councilor Casarez motioned to approve the agenda. Councilor Ceja seconded. Motion APPROVED 7-0: (Yes: Clevenger, Bedwell, Casarez, Case, Ceja, Purdy, and Seney. No: None.)

### **PRESENTATIONS & VISITORS:**

Corn Festival President Ed Blakesley presented Council with the 2019 Corn Festival annual report. He stated that overall it was a decent festival, they didn't lose money, but they will be making some changes to next year's event that will hopefully make it more profitable. He shared some of the numbers: the beer garden profited approximately \$1,100, corn sales in excess of \$8,000, car show around \$800, BBQ contest \$50, and the souvenir booth \$1,200. The total gross income was \$23,900. Total expenses were not available yet.

Councilor Bedwell voiced his concerns regarding the pedestrian crossing from Mill Creek Park to Porter-Boone Park. He stated that the lighting was positioned in a way that it was blinding the view of oncoming cars. President Blakesley stated that this should not be an issue next year as they are working on a way to get everything in one park venue.

Councilor Purdy asked if Mr. Blakesley could create a written profit/loss statement and bring it back to Council once the expenses have been accounted for. President Blakesley affirmed that he would be willing to do that.

There were 11 visitors in the audience, and two people asked to speak during the public comment period.

John and Tanya Holquin, owners of Lucky You Coffee Shop at 110 N 1<sup>st</sup> addressed Council regarding a metal shipping container they have placed on their lot. Mrs. Holquin received a notice of code violation from the City. She stated that the container is only temporary to

store the contents of their existing building while they are making some renovations and improvements to the back of their business. They are creating an indoor seating area for customers that come to eat at the food trucks during the winter. They are asking to keep it on the premise until they are done with the work. She stated that they have received an enforcement letter from the city that the container is a code violation and must be removed within four days.

CA Harding explained that the letter stated that they had five days to contact City Hall and work out a plan for compliance. Mrs. Holquin explained that she had not actually read the letter, an employee had called her and told her about it. Councilor Ceja asked how long they plan to have the container there. Mrs. Holquin answered that it was hard to say. It will depend on how long the renovation takes. They are hopeful that it will be a couple of months. Mayor Clevenger questioned whether the container should be considered a temporary unit rather than a structure. CA Harding explained that under Marion County building codes it is considered a structure and because it is larger than 120 sf it requires a building permit. This a County regulation that the City has no control over.

CA Harding explained that he has concerns about the business expansion plans that are happening without going through the city's development code process but asked that Council focus on the issue at hand: the unpermitted container and deck improvements. CA Harding explained that Marion County building codes require a permit for any temporary or permanent structure over 120 sf in a commercial zone. The deck requires a permit to ensure that it meets the ADA requirements. He went on to say that any expansion of the business would trigger a Site Development Review (SDR) Application. At this time the City has not received any building permit applications or SDR Application from the Holquins. Turning the storage area of their building into additional dining and seating would be a change of occupancy and use for that portion of the building. This could kick in Oregon Land Use laws that require a public hearing and notification to adjacent property owners. A lengthy discussion followed.

Councilor Bedwell reminded Council that this involves more than City Ordinances, it is also dealing with County and State regulations. He told the Holquins that he wants them to be successful and there isn't anyone in the room that doesn't want that as well. He just wants to see them in compliance.

Councilor Ceja asked if the Holquins were aware that there was a written complaint that was received about the previous ownership of the business. She wanted to make sure that they are not held accountable for things that were missed or ignored by previous City Council or City Administrator.

CA Harding stated that there are some things that we can do to lessen the cost if they go through the SDR process. It would be a way to look at their plan carefully and find ways to help them. He talked about how a variance might be a way to keep the costs down. Mayor Clevenger asked about the cost to file for a variance. He voiced his concern about the costs of variances and SDR applications being cost prohibitive for small businesses. CA Harding stated that the fees can be adjusted by Council. Mayor Clevenger asserted that a case-by-case review is only a band aid on the real problem. He said we have a system that does not

work for small business and it needs to be fixed. Councilor Bedwell said how would you define small business. He stated that any business could be a small business. CA Harding stated that under our current code the business would be required to apply for site development review to expand and he has not received an application from Mrs. Holguin as this ordinance requires this process. CA Harding said he is bound by his contract with the City to uphold the ordinances and codes that are in place and cannot exempt a particular business.

Councilor Casarez stated that this is a challenge. He supports finding a way to help small business and is in support of helping them within the boundaries of the local, County, and State regulations.

CA Harding stated that if they go through site development review it will help to identify areas where there are impacts and the codes require improvements to be made. Once this has occurred, we can look at those items to see if some may qualify for a variance to lower costs. He stated that he can work with them on City regulations, but he reminded Council and the Holquins that we can't control what Marion County could come in with. Councilor Ceja encouraged the Holquins to meet with CA Harding and set up a plan as soon as possible, then come back to Council with a written agreement of plans for compliance.

CA Harding asked if Council would require the Holquins to enter a contract with the city where they need to follow our existing land use laws and we would work with them to get them through site development review as required. He also asked Council to understand that he would include in the contract a stay to accumulated fines as long as the applicants completed terms outlined in the site development review process. They would be responsible for those fines if they fail to follow through with the city

Councilor Purdy made a motion that Council grant a 30 day stay of fines to work with CA Harding to come to an agreement. Councilor Bedwell seconded. Motion APPROVED 7-0: (Yes: Clevenger, Bedwell, Casarez, Case, Ceja, Purdy, and Seney. No: None.)

Mayor Clevenger added that our codes currently prohibit food pods and he would like to revisit that. Councilor Seney reminded Council that this issue is on the list of ordinances that Morgan CPS has been contracted to go through and update. CA Harding stated that the updates will come before Council for final approval, but a food pod would still require improvements under site development review and the same thing could be accomplished using a conditional use application.

Jaimie Pickering, 150 3<sup>rd</sup> St., ordinance regarding the prohibiting of 10,000lb vehicles parked on the city streets. He stated that this ordinance needs to be changed to any vehicle that requires a commercial driver's license instead of by weight. CA Harding stated this ordinance is targeted mainly to commercial vehicles like semi-trucks. Street parking was discussed. CA Harding said that he will revisit the ordinance and look at the weight limit. Mr. Pickering asked about small business water use. He owns a wild fire fighting business and has two tanks that he is currently filling with a hose from his residence. This takes a long time. He inquired about filling his rigs by hooking up to a hydrant and was denied. CA Harding stated that Council discussed this subject and made the policy decision to stop

allowing commercial businesses use city water unless it is for a project within the city limits or serving the community and it was discussed. Mr. Pickering stated that he is a local business owner and he is willing to pay for the water. He asked Council for an exemption to be able to use the hydrant. Mayor Clevenger stated by allowing one business access it could open the door for others. Council consensus was not to grant an exemption.

**CONSENT AGENDA:** Council approved the September 13, 2019 through October 3, 2019 check registers and the September 23, 2019 Council meeting minutes. Councilor Casarez moved to approve the consent agenda. Councilor Seney seconded. Motion APPROVED 7-0: (Yes: Clevenger, Bedwell, Casarez, Case, Ceja, Purdy, and Seney. No: None.)

**OLD BUSINESS:** At the last Council meeting the issue of videotaping meetings was tabled to this meeting when there could be a full Council discussion. Since then CA Harding has been researching different options: videoing and posting to the internet after the meeting, live streaming, or having live streaming with an interactive online system. The least impact on the budget would be the first two options of videoing and posting to our website afterward or live streaming. He explained that once you get into interactive, we would be looking at an added burden on staff and the budget. He reached out to other cities regarding the interactive system. Some of the cities commented that they researched it and found it wasn't a good idea and their lawyers strongly advised them against it. It could open the city up to all kinds of issues and wouldn't add value to Council or citizens. Council members shared their thoughts on the subject. Among those thoughts: videotaping/live streaming is valuable to those who can't come to the meetings, it keeps Council meetings transparent, and we can start with video for now and look at an interactive system in the future.

CA Harding stated that we are getting close to a decision on equipment. He asked Council for direction moving forward. Councilor Bedwell motioned that CA Harding continue to move forward to post video meetings on the city website and include a council meeting email so residents can send comments about the agenda topic before the meeting to the Council. Councilor Casarez seconded. Motion APPROVED 7-0: (Yes: Clevenger, Bedwell, Casarez, Case, Ceja, Purdy, and Seney. No: None.)

### **NEW BUSINESS: Event Tent Purchase**

CA Harding explained that we were recently awarded a \$3500 grant to purchase an event tent. We originally applied for a \$10,000 grant. With the amount awarded we could purchase a couple of residential grade tents. CA Harding referred to the tent comparisons that he handed out to Council pointing out the commercial grade quality tent options. He is recommending that the city contribute additional funding to be able to purchase two 30' x 40' commercial grade tents and asked Council for direction on which style and quality they would prefer and it was discussed. Council concurred that CA Harding should pursue the purchase of two commercial grade event tents.

CA Harding explained the two items in the budget amendment: setting a budget of \$12k for event tent, and an oversight on line item for building maintenance. Council reviewed Resolution 21-19 A RESOLUTION AMENDING THE 2019-2020 FISCAL YEAR BUDGET. Discussion: Casarez moved to approve Resolution 21-19 as presented by staff and Councilor

Seney seconded. Motion APPROVED 7-0: (Yes: Clevenger, Bedwell, Casarez, Case, Ceja, Purdy, and Seney. No: None.)

**CITY ADMINISTRATOR'S REPORT:**

CA Harding gave an update on the recent Highberger Ditch cleanup. He stated that they have received a lot of positive feedback from the residents. Staff is working on getting easement for the city to have access.

Police Report – CA Harding gave Council a heads up that our dispatch, Metcom 911, have notified us that they are looking at raising their fees.

Public Works Report – CA Harding stated that we are looking at hiring a consultant to help us to deal with DEQ issues regarding the timeline of the MAO. He estimated \$5,000 for the consultant, but feels it is necessary to work with someone who knows how to work with DEQ issues.

Buildable Land Inventory and UGB Expansion: The estimate to complete the buildable land inventory and apply for the expansion with the Mid-Willamette Valley Council of Governments (MVCOG) is \$34,000. He is trying to work to get that amount lowered. This would include bringing the new park property into the city. We did not budget for this in this year's budget cycle, but we do have some options.

Water Rights and Well Geologist Consultant: CA Harding explained that we are in discussion with a consulting geologist regarding city wells and future sites to locate new wells for the best possible results. We would like them to produce a map marked with all well locations in the area and pumping statistics, including private wells. There is no firm commitment, but this is going to be the best value moving forward.

Vision Plan Update: We are close to completing a draft plan. We will set a meeting in November with our focus group to go over the plan and make any changes. Sometime after the beginning of the year we expect to begin community outreach meetings, depending on edits suggested by the committee.

Christmas in the Park Event: We are planning for a larger attendance this year. Much of the planning work has already been completed. We will be offering the lighted umbrellas again in multiple colors. We are opening the event to local businesses and will be offering free photos with Santa this year. The event will begin an hour earlier at 4pm to allow more photos. Our social media event shows 60 people attending, over 1200 interested, and 15,000 views.

Newsletter: The first newsletter edition was sent out. So far, we have not received any complaints. There were some mailing issues that we think are largely resolved now. If we consider our total cost including equipment maintenance, this issue only costs an additional \$35.00 to print and send directly to residents. The price will increase with larger editions, but this worked well this month. Councilor Seney commented that she received two copies and there are others that the same thing happened. CA Harding will have staff research and refine the mailing list.

**Public Notices:** Staff has researched if the newsletter is sufficient under state law to provide public notices. In our research we found a communication plan filed with DLDC. It clearly states that we should be advertising in local papers as well as the newsletter. So, regardless, this will be our new policy and process. This will allow us to cut down on newsletter printing by emailing electronic copies to residents who wish to receive them electronically. We feel like offering this is good timing with the completion and changes of our new website. Council encouraged CA Harding to move forward with this plan in concurrence with the new website.

**Veterans Day:** Question was whether to meet on Veterans Day, November 11<sup>th</sup> or just meet on the 25<sup>th</sup>. Council concurred they would only meet on November 25<sup>th</sup>.

CA Harding announced that the local Veteran's club and Aumsville Exchange Club are teaming up to put on a Veteran's day celebration in the Community Center Saturday November 9<sup>th</sup>. It will be open to the public and there will be more details to come.

CA Harding expressed to Council that he didn't want them to think he was being indifferent to the local business he spoke earlier. He explained that he has done everything in his authority to work with them. CA Harding commented that resolution is prudent, and he appreciates Council's well thought out discussion.

**MAYOR/COUNCIL REPORTS AND INITIATIVES:** Councilor Ceja attended the Marion County Reintegration Initiative Breakfast. Jackie Winters started the program many years ago to help public offenders re-enter the workforce and their communities. The program has been so successful that it will soon lose its funding. Councilor Ceja feels that the program has been an asset to our community as well and wants to be supportive. She also wanted to present the city with a Safety Award from CIS for no worksite injuries. It was presented to our Councilors that had attended the recent League of Oregon Cities Conference.

**GOOD OF THE ORDER: None**

**CORRESPONDENCE:** Council received an invitation to attend Community Conversations and Technical Workshops through Oregon Department of Land Conservation and Development.

**EXECUTIVE SESSION: None**

The meeting adjourned without prejudice at 8:47 PM

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Derek Clevenger, Mayor

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Ron Harding, City Administrator



# *City of Aumsville*

## **STAFF REPORT**

To: Mayor  
City Council  
  
From: Steve Oslie, Public Works Director  
  
Date: 10/28/2019, City Council Meeting  
  
Subject: Water/Sewer SCADA Upgrade

### **Recommendation**

To approve TAG (The Automation Group) to upgrade the water/sewer scada system for emergency call outs.

### **Background**

The water/sewer system scada was initially designed to notify persons on call of pump or system failures. Software updates, internet and phone issues at our shop location, have made our emergency call-out software obsolete. The monitoring and control of the system are working, but not able to call out if a pump fails. This could lead to health and safety compliance problems should certain pumps fail. DEQ has raised their eyebrows to our lack of emergency notification. A scada upgrade would update the software, computer, and have call-out capabilities.

### **Current Situation**

City staff supports this application and asks the City Council to award the contract to TAG for \$19,208.00.

### **Motion**

- I move to approve award the contract to TAG for \$19,208.00 to upgrade the water/sewer scada system, as presented
- I move to approve award the contract to TAG for \$19,208.00 to upgrade the water/sewer scada system, with the following conditions ...
- I move that the Water/Sewer SCADA Upgrade be remanded back to staff to provide additional research and or modification.

# memo

## Aumsville Public Works

To: Ron Harding  
From: Matthew Etzel  
CC: Steve Oslie  
Date: 10-17-19  
Re: SCADA Quote

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We have gathered 3 quotes to upgrade our current SCADA System. It was brought up during our DEQ compliance inspection that we didn't have call out capability on our current system. If we lose power here at the WWTP and our back up generator fails to start, we could back up the sewer collection system causing an overflow that would need to be reported to DEQ. This is also the case if pumps fail or are clogged. We currently don't have any historical trends or data being recorded because our computer isn't capable of storing the data. Our water system is also at risk when we lose power. Often times when we get power bumps or power outages our booster pumps fault causing the fire pump to run and over pressurize the system. We get calls about the tower overflowing because of this. We also put unnecessary wear on our system when this happens. This can go on all night or even throughout the weekend because our current SCADA system just shows the last know levels before the outage. With the upgrade we will be able to have call outs generated for multiple set points and be able to store and chart our data. We would like to proceed with the TAG quote. All three contractors were given a scope of work and asked to bid the job per the scope of work. Because each contractor has different ideas or preferences to software, they were also allowed to give a second bid based on there preference. We feel TAG would be the best contractor for the job as they have our system backed up already and we use them regularly for repairs or problems. As always if you have any questions feel free to call or email myself or Steve.

**CITY OF AUMSVILLE**  
**REQUEST FOR QUOTES OR PROPOSALS**

Date: 10-17-19

Contractor: TAG

Quote submittal requirements: Emailed and Meet on Site

All quotes must be submitted to: Matthew Etzel

Quote submittal deadline: 10/31/19

Project Requirements: See Scope of Work

Bond: x Yes \_\_\_\_\_ No Performance/Payment Bonds: \_\_\_\_\_ Yes \_\_\_\_\_ No

BOLI Wage Rates Attached: Yes \_\_\_\_\_ No

Other Project Specifications: See Scope of Work

Signed: \_\_\_\_\_  
Solicitation Agent

-----  
Contract Criteria: (Please Complete and Return Quote Sheet to City - May Attach Additional Sheets)

Price: 19208.00

Readiness to Proceed: Once approved

Delivery: WWTP

Quality of Material: See Scope

Qualifications & Experience: Currently our telemetry contractor

Adequate Bonding & Insurance: Yes

Previous Work Experience with Aumsville: Yes

Signed: \_\_\_\_\_ Date: 10-17-19  
Contractor's Authorized Signature

Printed Name: \_\_\_\_\_ Phone: (      ) \_\_\_\_\_

\*\*\* FOR CITY USE ONLY \*\*\*  
**REQUEST FOR QUOTE PROCEDURES**

Direct Inquiry:	Mailed To:
1	
2	
3	
4	
5	

## BID TABULATION

Name				TOTAL PRICE
1	TAG			19,208.00
2	Taurus			34,061.00
3	Industrial Systems			26010.00
4				
5				

## EVALUATION CRITERIA/BASIS FOR DECISION

Name				
1				
2				
3				
4				
5				

Contract Award Approval: \_\_\_\_\_  
City Administrator or Designee

Contract Award Date: \_\_\_\_\_

# Aumsville WTP SCADA System Upgrade - Required Items

## Provide Hardware Specified Below:

- DELL SCADA PC
  - Dell Precision Tower 5820 XCTO Base
  - Intel Xeon W-2123 (3.6GHz, 3.9GHz Turbo, 4C, 8.25MB)
  - 16GB (2x8GB) DDR4 2666MHz RDIMM ECC
  - NVIDIA Quadro P1000, 4GB, 4 mDP to DP adapter 5820T
  - RAID 1 Mirrored Hard Drive 1TB
  - Windows 10 Pro OS
  - 16X DVD+/-RW Drive
  - Dell UltraSharp 24 Monitor
- USB TAPI Modem for WIN-911 Alarm Dialer

## Provide and Install Software Listed Below:

- Rockwell FTView SE Station - 100 Display
- Rockwell FTView Studio Enterprise for screen development
- WIN-911 - Version 7 (latest revision)
- WIN-911 FactoryTalk® A&E Client Connection
- RSLinx Classic Lite
- RSLogix 500 Micro Lite
- Microsoft Office 2016

## Perform the Programming Tasks Listed Below:

- Develop new SCADA displays to replicate those on the existing SCADA computer
  - Overview Page for System
  - Display for Each Site (Reservoirs, Wells & Booster)
  - Alarm Page (integrate all alarms from existing SCADA computer)
  - Historical Trends
- WIN-911
  - Configure and test alarms
- Startup and Commissioning of System



## Quote

The Automation Group, Inc.  
[www.tag-inc.us](http://www.tag-inc.us)  
CCB #172838  
Phone: 541/359-3755

Quote #190401G  
July 9, 2019

Steve Oslie  
Public Works Director  
595 Main Street  
Aumsville, OR 97325

RE: Aumsville WTP - SCADA System Upgrade r1

**Project Scope:**

TAG is providing a Quote to supply and upgrade the existing SCADA Application and Hardware as listed below.

**Materials:**

- SCADA PC
  - Dell Precision Tower 5820 XCTO Base
  - Intel Xeon W-2123 (3.6GHz, 3.9GHz Turbo, 4C, 8.25MB)
  - 16GB (2x8GB) DDR4 2666MHz RDIMM ECC
  - NVIDIA Quadro P1000, 4GB, 4 mDP to DP adapter 5820T
  - RAID 1 Mirrored Hard Drive 1TB
  - Windows 10 Pro OS
  - 16X DVD+/-RW Drive
  - Dell UltraSharp 24 Monitor

**Software:**

- FTView SE Station 100 Display
- FTView Studio for SCADA Development
- WIN-911 version 7 (latest rev.)
- WIN-911/FT WIN-911 FactoryTalk® A&E Client
- RSLink Classic Lite
- RSLogix 500 Micro Lite
- Microsoft Office 2016



## Quote

### Programming:

- PC
  - Configure OS
  - Load Software
- SCADA System Screens
  - Overview Page for System
  - Display for Each Site (Reservoirs, Wells & Booster)
  - Alarm Page
  - Trends
- WIN-911
  - Upgrade Software
  - Create Connection to SCADA System
  - Setup Alarms and test

### Installation & Startup:

- Deliver and setup PC onsite
- Test System and Place in Service

### Clarification/Exclusions:

- The Existing SCADA Runtime Application License will be traded in for a discount on the new Runtime Software.
- Reinke System software is not included in this quote. Owner may consider leaving it on the existing PC and use that PC for IT/Email Tasks.
- Dell Tarif will take affect soon but we are not aware of the date so everything else in the quote is good for 30 days but the PC will be Day-to-Day. TAG will attempt to keep you informed on when the price increase will happen so you may purchase before the 25% increase.

Materials.....	\$2,708.00
Software.....	<del>\$8,472.00</del>
Programming.....	\$6,928.00
Installation & Startup.....	\$1,100.00

Thank you,

*Gary Jenks*

Gary Jenks

(541) 912-3766

gjenks@tag-inc.us



CCB# OR 0076781

Matthew Etzel  
City of Aumsville

October 7, 2019  
Proposal #19-6240

Subj: WTP Scada Upgrade Proposal

## SCADA CONTROLS UPGRADE

Taurus Power and Controls, Inc. is pleased to present the following proposal.

Base Bid Exactly as Requested.

**TOTAL MATERIAL & LABOR    \$ 34,061.00**

Taurus Value Suggestions

**TOTAL MATERIAL & LABOR    \$ 31,333.00**

### I. PROJECT DESCRIPTION

Provide engineering, design, materials and labor to build the following control system and instrument components.

- Provide Dell PC as Specified
- USB Tapi Modem for Win 911
- Provide and Install the Following Software Packages
  - Rockwell FT View SE Station -100 Display
  - Studio Enterprise (Development Software)
  - Win 911- with FT Client Connection
  - RS Linx Classic Lite
  - RS Logix 500 Micro
  - Office 2016 Permanent License
- Perform the Following Programming and Startup Tasks
  - Design New Overview Page
  - Develop New Displays for Each Site Currently Active
  - Develop Alarm Summary Page
  - Develop Historical Trends
  - Setup and Configure Win 911
  - Startup and Commission System
  - Training on System Use

**24 Hr Emergency Service 1-800-755-7694**  
9999 SW Avery St. Tualatin, OR. 97062



Phone (503)692-9004  
[TaurusPower.com](http://TaurusPower.com)

- Taurus Value/ and Suggestions
  - Don't buy the enterprise development software as you are going to have integrators come do the work, they should have their own licenses no need to maintain software you wont use. Saves \$2,700
  - Even though its only a few hundred dollars we wonder if the Rs Logix 500 package adds any value for you. (see above)
  - Taurus suggests that we should consider a small footprint (NUC) based on limited desk space. This could be mounted behind the monitor and possibly add a wall arm so that the footprint of the Scada system would take zero desk space.
  - Rather than purchase a full license for Microsoft office use the city's Microsoft 365 account which keeps the product up to date.
- Software
  - Provide updated copy of Logix code
  - Provide Factory Talk as Built SE Code
- Labor
  - Programming
    - HMI and any minor plc changes
  - Submittals
    - Product
  - Training
    - Operator & Maintenance
  - Coordination with Existing equipment

#### Labor, Documentation & Standard Inclusions:

Taurus Power and Controls will provide submittals as specified. We will provide on-site start up, commissioning, and testing of our supply items. Any services performed outside the scope of this Project Description will be billed on a time and materials basis at the applicable rate from Taurus Power and Controls' current rate sheet.

#### **II. EXCLUSIONS** (standard exclusions unless specifically noted otherwise in this proposal)

- Bonding, taxes, or subcontract administration costs (Taurus bids as a supplier)
- Utility &/or PUD Charges or fees. Any required permits
- Onsite control panel modifications &/or component installation and wiring
- UL listing of modified panels
- Onsite Ethernet, RIO &/or Fiber-Optic Cabling &/or Terminations
- Instruments/Components not specifically listed in this proposal (Taurus' Bid)

#### **III. EXPENSES**

If additional work is required beyond the project description above, the incidental expenses such as meals, lodging, commercial travel, etc., will be billed at cost plus 15%. Mileage will be billed at \$.75 per mile. Travel time and mileage will be billed portal to portal from Taurus.

**24 Hr Emergency Service 1-800-755-7694**  
9999 SW Avery St. Tualatin, OR. 97062



Phone (503)692-9004  
TaurusPower.com

#### **IV. TERMS AND CONDITIONS**

Payment terms: As per a schedule of values. This proposal is valid for a period of sixty (60) days from date of presentation. Delivery would be 12 to 16 weeks after receipt of approved submittals. Submittals can be expected 5 to 6 weeks after notice to proceed. Expediting charges are not included in the above pricing. This proposal is automatically included and made part of any engagement of Taurus to perform this work.

Taurus Power and Controls would like to thank you for this opportunity to present our services. If we can address any questions regarding this proposal, or be of further assistance please feel free to call me at 503-924-4285.

Sincerely,  
Taurus Power & Controls, Inc.

*Ben Upshaw*

Ben Upshaw  
Sales and Estimating  
**Direct: 503-924-4285**  
Office: 503-692-9004

Taurus Power & Controls, Inc.

*Jeff Geiger*

Jeff Geiger  
Sales and Marketing Manager  
**Direct: 503-924-4254**  
Office: 503-692-9004



**24 Hr Emergency Service 1-800-755-7694**  
9999 SW Avery St. Tualatin, OR. 97062



Phone (503)692-9004  
TaurusPower.com

# Industrial Systems Inc.

Mr. Matthew Etzel  
Assistant Public Works Director  
City of Aumsville  
955 Olney Street  
Aumsville, OR 97235

October 3, 2019

Subject: City of Aumsville, OR – SCADA Upgrade

Dear Mr. Etzel,

Industrial Systems, Inc. is pleased to provide you with the following proposal for Control System Design and Integration Services required to upgrade the City's SCADA System. As always, we look forward to working with you on this project.

## Summary:

In 2011 Industrial Systems installed a SCADA system for the City's water and wastewater systems. This system uses licensed radios to communicate between the public works office at the Wastewater Treatment Plant (WTP) and the various remote sites. They also use Allen-Bradley MicroLogix 1100 PLCs as well as Wonderware InTouch graphic software which is installed and running on a tower style computer. We will refer to this computer as the Supervisory Control & Data Acquisition (SCADA) computer. The system includes Win-911 alarm management software that was configured to call operations personnel under certain alarm situations.

Recently the operating system on the SCADA computer was apparently updated to Windows 10. The Wonderware software version in use (version 10.1) is not Windows 10 compatible so the system has become unstable but does still operate. The telephone modem used by the Win-911 alarm dialer software is not compatible with the current operating system and has stopped working leaving the City with no after hour alarm capabilities.

The City provided us with a list of recommended hardware and software that could be used to replace the existing SCADA computer and software. This list was prepared by a "would be" competitor to Industrial Systems for this upgrade project. During our site visit on September 26, 2019, we were invited to provide two quotes for this project. One that includes the software and hardware listed by TAG to be used to replace the existing Wonderware system with an all Rockwell solution and the other with a system of our choosing.

The City personnel indicated there are no complaints with the Wonderware system and since updating this system rather than replacing it would be less costly, we have included this approach as an alternative to the all Rockwell solution.

Page 2 of 7

**Scope of Work:**

1. Option #1 – Rockwell Solution (similar to that proposed by TAG)
  - a. Provide computer hardware and software specified including the USB TAPI modem to allow proper operation of the alarm dialing software.
  - b. Recreate existing SCADA screens using Rockwell's FactoryTalk View SE software.
  - c. Provide and configure Win-911 software & FactoryTalk Client connection.
  - d. Allow for one day of owner requested changes and improvements to alarms, data logging and graphic screen arrangements.
2. Option #2 – Wonderware Solution (upgrading existing software)
  - a. Provide computer hardware specified with Wonderware InTouch upgrade to version 2017. This will include the USB TAPI modem to allow proper operation of the alarm dialing software.  
⇒ Include dual network cards in the PC to allow the system to be safely connected to the SCADA network via one network card while being connected to the City's internet connection via the other network card.
  - b. Convert and debug existing Wonderware InTouch graphic screens and alarms.
  - c. Provide and configure Win-911 software. (Upgrade to existing license).
  - d. Provide, install and make operational Team Viewer software to allow the City personnel to remotely monitor the SCADA system.
  - e. Enhance existing Wonderware SCADA system with requested improvements:
    - ⇒ Add the ability to navigate from one graphic screen to the next without having to return to the main screen.
    - ⇒ Add hand off auto switch selection/indication for the well pumps on the overview screen.
    - ⇒ Add trending and data logging of all equipment run times, flow rates and reservoir levels.
  - f. Modify existing PLC logic to provide intelligent control of the well pumps in the event of loss of reservoir level signal. This can include well shutdown based on a timed or calculated flow volume delay.
  - g. Enhance the chlorine residual, dosage rate and pump run/fail status information provided to the operators to via the SCADA system.

October 3, 2019  
City of Aumsville, OR  
SCADA upgrade

Page 3 of 7

**Deliverables:**

1. Dell Precision Computer with Xeon processor and other specified components or approved equal.
2. Rockwell FactoryTalk View SE 100 display run time software with development license or Wonderware InTouch upgrade of existing 1,000 tag license to 2017.
  - a. Wonderware upgrade includes one year of support.
3. Upgrade existing Win-911 license to latest version & assure all existing alarms are functional.
  - a. Provide and install USB TAPI modem for use with alarm dialing software.
4. Provide and install RSILinx Classic Lite and RSLogix Micro Lite as specified.
5. Provide and install MS office 2016 as specified.
6. Commission computer, SCADA system & Alarm System. (assume one to two days on site)
7. Provide O&M manual for the SCADA software application and all hardware and software provided.

**Assumptions:**

1. A Mutually agreeable schedule will be negotiated for completion of this work.
2. The manufacturer's standard warranty for any and all control system components to be provided within this scope will apply. Unless specified otherwise the warranty period is one year from the date of delivery.
3. This project may require the update or upgrade of existing software programs and our proposal covers only the installation of the upgrades and the conversion of the application files. We cannot foresee abnormalities to system operation caused by some software updates as all custom applications are unique. The resolution of abnormal system operation due to software updates/upgrades will be resolved on a T&M basis in accordance with the enclosed billing rates.
4. This project may include programming modifications to an existing SCADA or PLC system. Such changes are only made after careful consideration of the impact on the control system as a whole; however, when modifying custom control systems there is always a risk for unintended consequences. Should undesired system operation result during this project or as a result of the work covered by this agreement, we will work with the system owner to resolve the situation. Such services are outside the scope of this proposed project and will be provided on a T&M basis only.

October 3, 2019  
City of Aumsville, OR  
SCADA upgrade

Page 4 of 7

**Exclusions:**

1. Permits, Fees and taxes.
2. Licenses or hardware other than listed above.
3. Site visits other than listed above.

**Fee Proposal:**

Industrial Systems, Inc. proposes to provide the services and materials listed above on a Lump Sum basis. The fees shall be as listed in the summary below and include estimate for Travel & Expenses.

Option #1 – Replace existing system with a Rockwell Solution..... \$ 26,010.00

Option #2 – Upgrade current Wonderware InTouch System..... \$ 21,900.00  
(Includes functional enhancements not included in Rockwell option)

Terms shall be as stated in the attached terms and conditions. This quote is valid for 30 days from the date issued. 30% of contract price is due upon contract, 50% upon installation of the hardware and software at the site and the final 20% upon final completion.

For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

To initiate this letter agreement, please sign below and return a copy to our office.

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

*Troy B. Collison*

10/3/2019

---

Troy B. Collison

Date

City of Aumsville

Date

Enclosures: Rate Schedule and Standard Terms and Conditions



## 2019 RATE SCHEDULE

PROJECT MANAGER -----	\$ 160 /HR
SENIOR DESIGN / PROGRAMMING STAFF -----	\$ 137 /HR
DESIGN / PROGRAMMING STAFF-----	\$ 128 /HR
ENGINEERING INTERN -----	\$ 110 /HR
TECHNICIAN-----	\$ 99 /HR
DRAFTING-----	\$ 75 /HR
CLERICAL -----	\$ 50 /HR

MILEAGE AND OTHER EXPENSES	COST PLUS 20%
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(The 2019 IRS allowable mileage rate is \$0.58/mile)

Expires: 12/31/19 - Subject to revision after this date

## TERMS AND CONDITIONS

1. Industrial Systems, Inc.'s professional services consist of those services performed by Industrial Systems, Inc., its employees and consultants as enumerated in or performed pursuant to the Agreement. Industrial Systems, Inc.'s services shall be performed as expeditiously as is consistent with professional skill and care.
2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at Industrial Systems, Inc.'s standard rates in effect when performed. Costs will be reimbursed according to Industrial Systems, Inc.'s standard reimbursement rates in effect when incurred. Industrial Systems, Inc. will provide the Client with a statement of its current standard rates upon request.
3. All software and documents, including drawings and specifications, provided by Industrial Systems, Inc. are instruments of service with respect to the particular project for which they are provided and Industrial Systems, Inc. shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the assembly, construction and use of the particular project for which the software and documents are provided. Such software and documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of Industrial Systems, Inc., shall be at the Client's sole risk and without liability or legal exposure to Industrial Systems, Inc. or its consultants and the Client shall indemnify and hold harmless Industrial Systems, Inc. and its consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
4. The Client will provide full information as to the Client's requirements for the project as may be requested by Industrial Systems, Inc. from time to time. The Client will examine and respond promptly to Industrial Systems, Inc.'s submittals and inquiries and will provide prompt written notice to Industrial Systems, Inc. whenever the Client observes or otherwise learns of any defect in the materials provided by or services performed by Industrial Systems, Inc.
5. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. Industrial Systems, Inc. will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not backcharge or withhold payment from Industrial Systems, Inc. for any reason without Industrial Systems, Inc.'s specific written consent. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, the Client shall pay Industrial Systems, Inc.'s reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs to prepare and file liens, regardless of whether suit or action is instituted.
6. Customer agrees to pay and be responsible for any additional amount for any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale, or delivery or any products, services, or the work furnished hereunder or for Customer's use by Industrial Systems whether such tax is local, state, or federal in nature. This will include, but is not limited to, recovery, recycling, reclamation, handling, and disposal of materials.
7. Industrial Systems, Inc. will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

8. These terms and conditions are intended as the complete statement of the terms of the agreement between the parties relating to services provided hereunder.
9. A waiver of any defaults hereunder or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. In the event any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not be affected thereby.
10. Industrial Systems is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, inability to obtain material or services, war, act of nature, or any other cause beyond Industrial Systems' reasonable control.
11. In no event, whether as a result of breach of contract or any tort, including negligence, or otherwise, is Industrial Systems or its consultants, suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage, including, but not limited to, loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of customers for such damages.
12. No warranty expressed or implied is given and no other affirmation of Industrial Systems, by word or action, shall constitute a warranty, except as expressly set forth herein. Industrial Systems warrants materials and services provided for a period of one year, from the date delivered or provided. Damages caused by abnormal use or neglect are not covered under warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability or fitness for a particular purpose, and any other obligation on the part of Industrial Systems.
13. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of Industrial Systems, Inc. and its suppliers and consultants for the Client's damages arising out of services performed with respect to any project to Industrial Systems, Inc.'s total fee for materials and services rendered on such project. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.
14. The Agreement shall be governed by the laws of the State of Washington, excluding conflicts of laws principles. Any necessary legal action shall be brought in Clark County, Washington.
15. Neither Industrial Systems, Inc. nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent Industrial Systems, Inc. from employing such independent professional associates and consultants as Industrial Systems, Inc. may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Industrial Systems, Inc. and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and Industrial Systems, Inc. and not for the benefit of any other party.



# *City of Aumsville*

## **STAFF REPORT**

To: Mayor  
City Council  
  
From: Steve Oslie, Public works director  
  
Date: October 28, 2019, City Council Meeting  
  
Subject: Michael Way resurfacing

### **Recommendation**

To award bid of Michael Way overlay project to North Santiam Paving Co.

### **Background**

Michael way has been deteriorating for years. In 2016 the City removed and replace a small section in the Cul-de-sac area as much of the asphalt was actually cracked to a point where pieces could just be picked up.

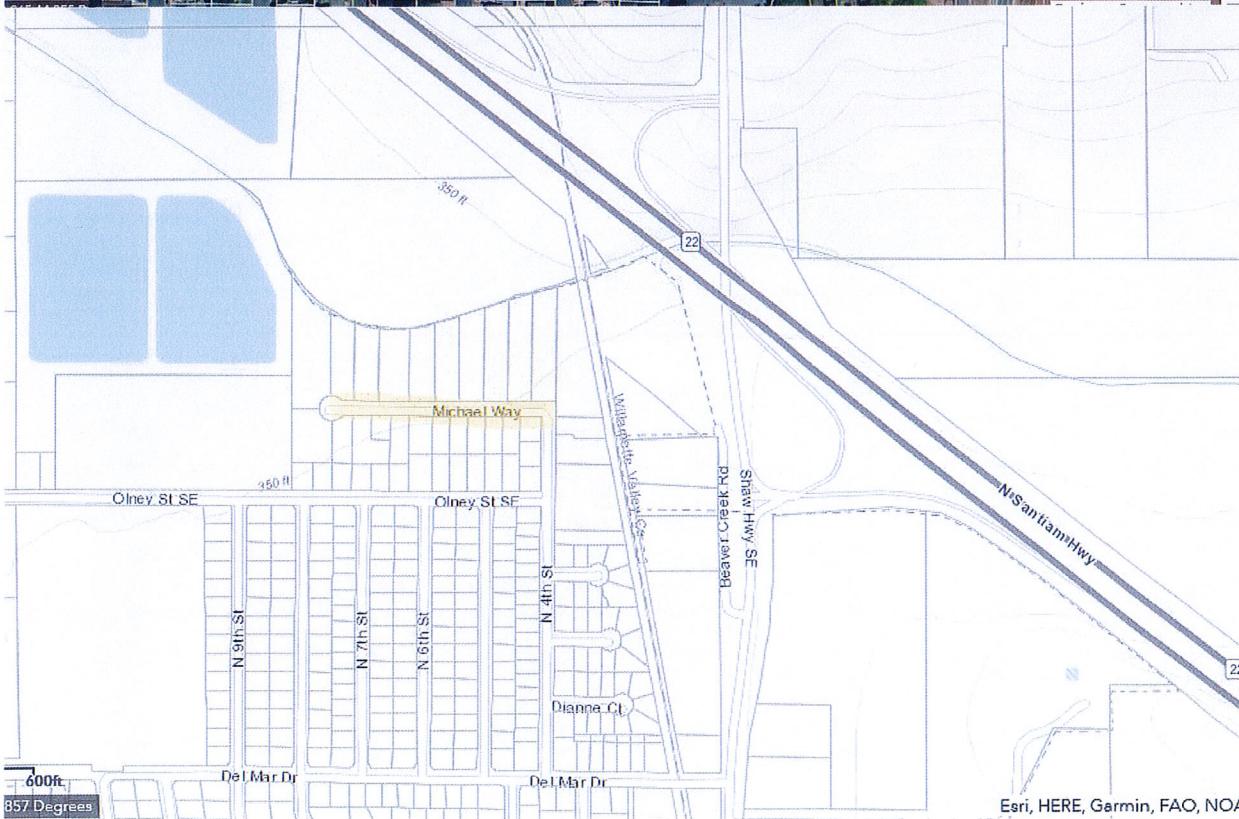
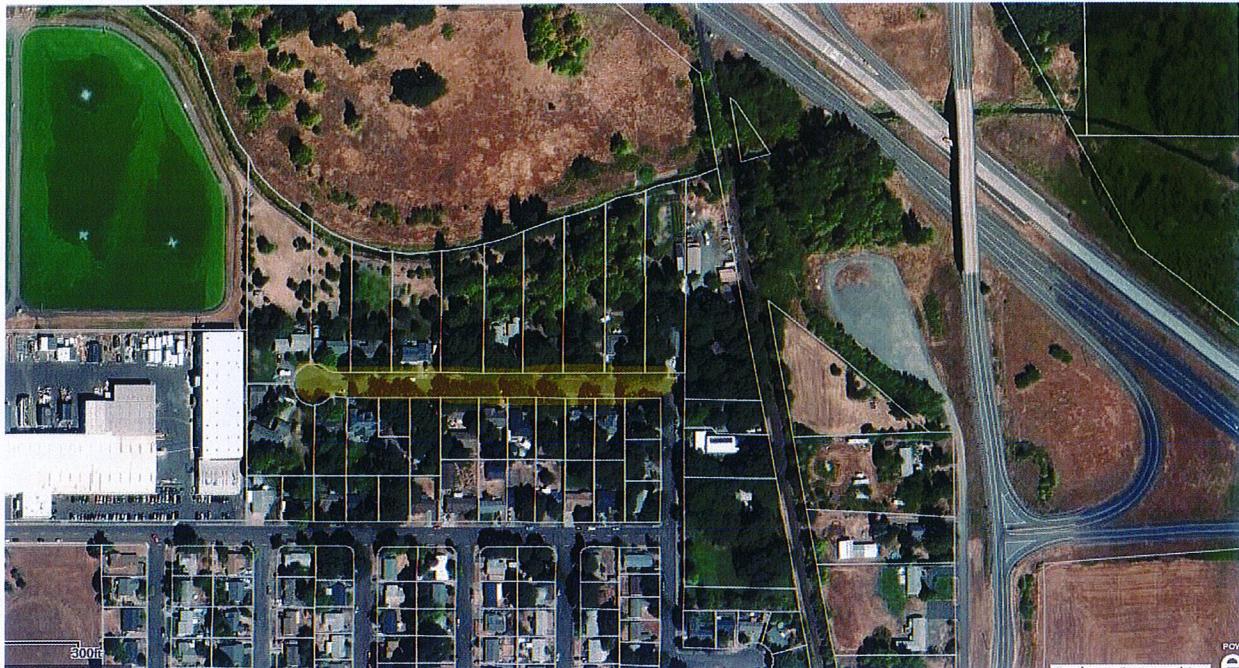
The city applied for a small city allotment grant in 2017 and were awarded a grant for \$50,000. At the time the city did not have enough funds to complete the project. The city applied for another grant in the 2018-2019 grant cycle but were not successful in getting a second grant.

### **Current Situation**

CA authorized the City engineer to advertise the Michael way resurfacing project our to vendors. The city received a number of competitive bids for the project and would like to move forward and complete this capital project for the city and community. The roadway continues to deteriorate, and the overlay will preserve the road longer than leaving it continue to degrade. The city has budgeted money in 014-809 which has enough to cover the scope of this project.

In working with our granting agency ODOT is going to also require the city to install a new ADA ramp on the corner of Michael Way and 4<sup>Th</sup> street. This work will be completed under a separate contract.





## **Motion**

- I move to award bid of Michael Way overlay project to North Santiam Paving Co. in the amount of \$103,000 and authorize the city administrator to sign contract for services as presented
- I move to award bid of Michael Way overlay project to North Santiam Paving Co. in the amount of \$103,000 and authorize the city administrator to sign contract for services with the following conditions
- Remand back to staff to provide additional research and or modification.

City of Aumsville  
 2019 Michael Way Overlay Project  
 2599,2000.0  
 10/10/2019

**Schedule of Prices (Bid Form)**  
**2019 Michael Way Overlay Project**

Item No.	Description	North Santiam Pavng			Riverbend Materials			Knife River				
		Estimated Quantity	Unit	Unit Price	Total Price	Estimated Quantity	Unit	Unit Price	Total Price	Estimated Quantity	Unit	Unit Price
1. Mobilization, Bonds, Permits and Insurance	All L. S. Lump Sum	\$11,455.00	All L. S. Lump Sum	\$7,410.00	All L. S. Lump Sum	\$5,900.00	All L. S. Lump Sum	\$480.00	All L. S. Lump Sum	\$1,740.00		
2. Erosion Control	All L. S. Lump Sum	\$150.00	All L. S. Lump Sum	\$300.00	All L. S. Lump Sum	\$600.00	All L. S. Lump Sum	\$1,740.00	All L. S. Lump Sum	\$770.00		
3. Traffic Control	All L. S. Lump Sum	\$1,500.00	All L. S. Lump Sum	\$1,000.00	All L. S. Lump Sum	\$5,720.00	All S.F \$0.55	\$10,400.00	All S.F \$1.00	\$10,400.00		
4. Testing and Quality Control	All L. S. Lump Sum	\$500.00	All L. S. Lump Sum	\$850.00	All L. S. Lump Sum	\$16,000.00	All Tons 160	\$107.00	All Tons 160	\$107.00		
5. Pavement Grind	All S.F \$0.80	\$8,320.00	All S.F \$0.55	\$5,720.00	All S.F \$0.55	\$16,000.00	All Sq. Yd. 2,400	\$2,400	All Sq. Yd. 2,400	\$2,400		
6. Leveling Course, CL 'D' AC	10,400 Tons \$100.00	\$16,000.00	10,400 Tons \$100.00	\$16,000.00	10,400 Tons \$100.00	\$16,000.00	10,400 Sq. Yd. 320	\$320	10,400 Sq. Yd. 320	\$320		
7. Pavement Fabric	2,400 Sq. Yd. \$2.00	\$4,800.00	2,400 Sq. Yd. \$3.40	\$8,160.00	2,400 Sq. Yd. \$3.40	\$8,160.00	2,400 Sq. Yd. 320	\$320	2,400 Sq. Yd. 320	\$320		
8. Finish Course, CL 'C' AC	320 Tons \$80.00	\$25,600.00	320 Tons \$81.50	\$26,080.00	320 Tons \$81.50	\$26,080.00	320 Tons \$87.00	\$320	320 Tons \$87.00	\$320		
	<b>BASE BID PRICE</b>	<b>\$68,325.00</b>				<b>\$65,520.00</b>						<b>\$70,370.00</b>
<b>ADDITIONAL ALTERNATE</b>												
1. Mobilization, Bonds, Permits and Insurance	All L. S. Lump Sum	\$1,545.00	All L. S. Lump Sum	\$4,400.00	All L. S. Lump Sum	\$200.00	All L. S. Lump Sum	\$100.00	All L. S. Lump Sum	\$200.00		
2. Erosion Control	All L. S. Lump Sum	\$150.00	All L. S. Lump Sum	\$150.00	All L. S. Lump Sum	\$300.00	All L. S. Lump Sum	\$600.00	All L. S. Lump Sum	\$1,200.00		
3. Traffic Control	All L. S. Lump Sum	\$1,000.00	All L. S. Lump Sum	\$200.00	All L. S. Lump Sum	\$400.00	All L. S. Lump Sum	\$800.00	All L. S. Lump Sum	\$2,400.00		
4. Testing and Quality Control	All L. S. Lump Sum	\$300.00	All L. S. Lump Sum	\$450.00	All L. S. Lump Sum	\$1,350.00	All S.F \$0.55	\$6,365.00	All S.F \$0.95	\$6,365.00		
5. Pavement Grind	6,700 S.F \$0.40	\$2,680.00	6,700 S.F \$0.55	\$3,685.00	6,700 S.F \$0.55	\$3,685.00	6,700 Sq. Yd. 200	\$10,700.00	6,700 Sq. Yd. 200	\$10,700.00		
6. Leveling Course, CL 'D' AC	1,00 Tons \$100.00	\$10,000.00	1,00 Tons \$100.00	\$10,000.00	1,00 Tons \$100.00	\$10,000.00	1,00 Sq. Yd. 200	\$2,000.00	1,00 Sq. Yd. 200	\$2,000.00		
7. Pavement Fabric	1,500 Sq. Yd. \$2.00	\$3,000.00	1,500 Sq. Yd. \$3.40	\$5,100.00	1,500 Sq. Yd. \$3.40	\$5,100.00	1,500 Sq. Yd. 200	\$3,000.00	1,500 Sq. Yd. 200	\$3,000.00		
8. Finish Course, CL 'C' AC	200 Tons \$80.00	\$16,000.00	200 Tons \$78.85	\$15,770.00	200 Tons \$78.85	\$15,770.00	200 Tons \$87.00	\$17,400.00	200 Tons \$87.00	\$17,400.00		
	<b>ADDITIONAL ALTERNATE PRICE</b>	<b>\$34,675.00</b>				<b>\$39,755.00</b>						<b>\$39,070.00</b>
	<b>GRAND TOTAL, BASE BID PLUS ALTERNATE:</b>					<b>\$103,000.00</b>						<b>\$109,440.00</b>

**City of Aumsville, Oregon**  
**2019 Michael Way Overlay Project**  
**NOTICE OF INTENT TO AWARD**

**OWNER:** City of Aumsville

**TO:** All Bidders

**DATE:** October 21, 2019

Pursuant with ORS 279C.375 and OAR 137-049-0395(1), this document constitutes the Owner's notice that it intends to award a contract for the above referenced Base Bid and Additive Alternate to **North Santiam Paving** based on authorization by the City Council.

A copy of project bid tabulations are enclosed.

Issuance of the Notice of Award is subject to receipt of all required documents and approvals as applicable. Owner's issuance of the Notice of Award will be not occur sooner than seven (7) calendar days following the issuance of this Notice, or after Owner affirms this award in the event of a timely filed protest, whichever is later (*ORS 279C.375 and OAR 137-049-0395(3) and 137-049-0395(8)*).

Bidder list:

- H&H Paving Co.
- Knife River Corp.
- North Santiam Paving Co.
- Roy L. Houck Construction, Inc.
- Salem Road & Driveway

Encl: (*bid tabulations*)

cc w/encl:

- Mr. Steve Oslie, City of Aumsville
- Mr. Ron Harding

## AGREEMENT

**THIS AGREEMENT**, by and between the **City of Aumsville**, hereinafter called the **Owner**, and  
\_\_\_\_\_, hereinafter called the **Contractor**.

**WITNESSETH**, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I - SCOPE OF THE WORK:** The Contractor hereby agrees to furnish: All materials, labor and equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project prepared by **WESTECH ENGINEERING, INC.**, Salem, Oregon, hereinafter referred to as **Engineer**; entitled:

### **2019 Michael Way Overlay Project**

The work shall include those items listed in the Schedule of Prices on the Bid Form dated **October 10, 2019**.

And shall be in accordance with the requirements and provisions of the Contract Documents as defined in Article IV of this Agreement, which Contract Documents are enclosed herewith, and are hereby made a part of this Agreement.

The Contractor also agrees to comply with all applicable federal, state, and local laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically, the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the Contract Documents and made a part hereof.

**ARTICLE II - CONTRACT TIME AND LIQUIDATED DAMAGES:**

The Contractor may begin work at any time after Contract Award and the pre-construction meeting. After starting any substantive work (excavation, AC pavement grinding, removal of existing pavement, or similar work) the Contractor shall entirely complete all work (Final Completion) within 14 Calendar days from the date the work was started. Regardless of the date the work is started, all work shall be entirely complete (Final Completion) no later than **November 15, 2019**.

**Liquidated Damages:** The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof allowed in accordance with the General

Conditions of the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner the amounts listed below for each and every day that expires after the time specified for Substantial Completion.

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of **three hundred dollars (\$300)** for each day that expires after the time specified for Final Completion until the work is substantially complete.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, the Contractor shall reimburse the Engineer for the cost incurred for engineering, inspection and project management services required beyond the Contract Time limit as outlined herein. The Contractor shall also reimburse the Engineer for all costs incurred for inspection and project management services required due to punchlist items not completed within the Contract Time limit or the date specified on the Certificate of Substantial Completion, whichever is later. If the Contractor fails to reimburse the Engineer directly, the Owner will deduct the cost from the Contractor's final pay request.

**ARTICLE III – PAYMENT:** The Owner shall pay to the Contractor for the performance of the work the total amounts determined by lump sum and unit prices listed in the Bid Form. Based on the estimated quantities and the stated units & prices, the total Contract sum is \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_\_). Progress payments shall be made in accordance with Article 14 of the “General Conditions” of the Contract. The required submittal date for pay requests will be as determined by the Owner, and shall be far enough prior to the end of each month to meet the Owner’s established review & processing timelines. Retainage shall be as specified in the Information to Bidders.

**ARTICLE IV - CONTRACT DOCUMENTS:** The Contract Documents which comprise the entire agreement between the Owner and Contractor are attached to this Agreement, made a part hereof, and consists of the following: Bidding Documents, including but not limited to Invitation to Bid, Information for Bidders, Instructions to Bidders, Bid Form including bid forms & Schedule of Prices, Bid Bond, Agreement, Performance Bond, Payment Bond, Conditions of the Contract (General, Supplemental General and other conditions), **Addenda No. 0 through 0**, Notice of Award, Notice to Proceed, Technical Specifications &

Appendices, and full size Construction Drawings, containing **four (4)** sheets, as well as proof of insurance (insurance certificates).

In construing this Agreement, it is understood that: (1) if the context so requires: (a) the singular pronoun shall be taken to mean and include the plural pronoun; (b) the masculine pronoun shall be taken to mean the feminine and neuter pronoun; (2) all captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement; and (3) anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

**ARTICLE V – PREVAILING WAGE.** Contractor must pay the current prevailing wage rates as established by the Bureau of Labor and in accordance with ORS 279C.800 – 279C.870 and contained herein, including daily, weekly, weekend and holiday overtime as required.

**ARTICLE VI – TAX CERTIFICATION.** The Contractor hereby certifies in writing, under penalty of perjury, that he/she is, to the best of his/her knowledge, not in violation of any tax laws described in ORS 305.380(4).

**ARTICLE VII – INSURANCE CERTIFICATES.** Evidence of insurance coverage must be submitted on current “ACORD” forms (or other insurance certificate containing the same information) that EITHER includes a statement that “30 days cancellation notice shall be provided” OR the Contractor’s insurance agent shall submit a written letter stating that copies of insurance certificates will be sent to the Owner and the Owner’s Representative a minimum of every 30 days, throughout the term of the required insurance under the contract. The Owner and Westech Engineering must be included as additional insured, with the Owner being named as certificate holder. In addition, insurance or bond riders must be provided if required under the terms of any permit that the Contractor must obtain from any City, County, service district or state agency with jurisdiction over the work.

**ARTICLE VIII – OTHER PROVISIONS.** This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under this Agreement, either in whole or in part, without the Owner’s prior written consent. Unless otherwise agreed by the Owner in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Agreement. If Owner consents in

writing to an assignment, sale, disposal, or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to Owner for complete performance of the Contract as if no such assignment, sale, disposal, transfer, or delegation had occurred, unless Owner agrees otherwise in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written. Each party represents by signing below that he/she has authority to sign this agreement and to fully bind the principals thereto.

Dated this \_\_\_\_\_ day of October, 2019 (*Contractor to fill in, must match date on bond forms*)

\_\_\_\_\_ **(Contractor)**

By \_\_\_\_\_

Title \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

**City of Aumsville**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Attest (to City Signature): \_\_\_\_\_

*City Recorder (if required by City Charter)*

Bond No. \_\_\_\_\_

## PAYMENT BOND

Any singular reference to Contractor, Surety, Obligee, or other party shall be considered plural where applicable.

**CONTRACTOR** (*Name and Address*):

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**SURETY** (*Name and Address*):

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**OWNER** (*Name and Address*):

City of Aumsville  
595 Main Street  
Aumsville, OR 97325

### CONTRACT

Date: \_\_\_\_\_ (*Contractor to fill in, match date on signature page of Agreement*)  
Amount: \$ \_\_\_\_\_  
Project Name: 2019 Michael Way Overlay Project

### BOND

Date: \_\_\_\_\_ (*Contractor to fill in, match date on signature page of Agreement*)  
Amount: \$ \_\_\_\_\_  
Modifications to this Bond: None

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FOR INFORMATION ONLY – Name, Address and Telephone

**Agent Or Broker, Name & Address:**

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**OWNER'S REPRESENTATIVE**

Westech Engineering, Inc  
3841 Fairview Industrial Dr. SE, Suite 100  
Salem, OR 97302-1192  
(503) 585-2474

**Agent/Broker Phone #**

## ARTICLES

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, and administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Construction Contract not increasing the Contract Price more than twenty-five percent (25%). The term "amendment" wherever used in this Bond, and whether referring to this Bond, the Construction Contract or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.
  2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. Claimant is defined as persons claiming to have supplied labor or materials for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction Contract, has a right of action on the Contractor's Bond as provided in ORS 279C.380 and 279C.400 only if:
    - 4.1 the person or the assignee of the person has not been paid in full; and
    - 4.2 the person gives written notice of claim, as prescribed in ORS 279C.600, to the Contractor and the Secretary of State, if the Construction Contract is with a state agency, or the clerk or auditor if the public body is other than a state agency.
- The intent of this Bond shall be to include without limitation, the terms 'labor, materials or equipment, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
5. The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not been paid in full before the expiration of a period of one hundred eighty (180) days (200 days for the filing of fringe benefit claims) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or expenses including attorneys' fees, which the Owner may incur in connection with its defense of any such right of action.

6. No suit or action shall be commenced on this Bond by any Claimant:
  - 6.1 Unless Claimant shall have given written notice to the Contractor and the Secretary of State, if the Construction Contract is with a state agency, or the clerk or auditor of the public body which let the Construction Contract if the public body is other than a state agency, within one hundred eighty (180) days (200 days for the filing of fringe benefit claims) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location.
  - 6.2 After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.
7. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire at the Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond and any amendments thereto as outlined in Paragraph 1, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or

expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. **DEFINITIONS**

- 14.1 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

None.

Bond No. \_\_\_\_\_

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Obligee, or other party shall be considered plural where applicable.

**CONTRACTOR** (*Name and Address*):

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**SURETY** (*Name and Address*):

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**OWNER** (*Name and Address*):

City of Aumsville  
595 Main Street.  
Aumsville, OR 97325

### CONTRACT

Date: \_\_\_\_\_ (*Contractor to fill in, match date on signature page of Agreement*)  
Amount: \$ \_\_\_\_\_  
Project Name: 2019 Michael Way Overlay Project

### BOND

Date \_\_\_\_\_ (*Contractor to fill in, match date on signature page of Agreement*):  
Amount: \$ \_\_\_\_\_  
Modifications to this Bond: None

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

### SURETY

Company: (Corporate Seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

FOR INFORMATION ONLY — Name, Address and Telephone

### Agent Or Broker, Name & Address:

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### OWNER'S REPRESENTATIVE

Westech Engineering, Inc  
3841 Fairview Industrial Dr. SE, Suite 100  
Salem, OR 97302-1192  
(503) 585-2474

### Agent/Broker Phone #

## **ARTICLES**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract and any extension thereof, and during the twenty-four (24) month warranty/guaranty period, which contract, extension and guaranty are incorporated herein by reference. This bond shall remain in full force and effect as a maintenance/warranty bond during the entire guaranty/warranty period, unless replaced with a separate warranty/maintenance bond acceptable to the Owner.
2. If the Contractor performs the Construction Contract (including any repairs required during the warranty period), the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and;
  - 3.2 The Owner has declared Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and;
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. **DEFINITIONS**

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

None.



## STATE OF OREGON

### STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_

CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

\_\_\_\_\_  
*Company Name* \_\_\_\_\_  
(Seal)

Principal by:

\_\_\_\_\_  
*Name* \_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_

\_\_\_\_\_  
*Signature* \_\_\_\_\_

\_\_\_\_\_  
*Title (e.g. Attorney-in-Fact)* \_\_\_\_\_

\_\_\_\_\_  
*Title* \_\_\_\_\_

<b>SEND BOND TO:</b>	<b>Construction Contractors Board</b>
	PO Box 14140
	Salem, OR 97309-5052
	Telephone: (503) 378-4621

\_\_\_\_\_  
*Address* \_\_\_\_\_

\_\_\_\_\_  
*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_