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# **AGENDA**

## **ASTORIA DEVELOPMENT COMMISSION MEETING**

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**Tuesday, January 21, 2014  
Immediately Follows City Council Meeting  
2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street  
Astoria OR 97103**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. REPORTS OF COMMISSIONERS**
- 4. CHANGES TO AGENDA**
- 5. CONSENT CALENDAR**

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

(a) ADC Minutes of 12/2/13
- 6. REGULAR AGENDA ITEMS**

(a) Authorization to Award Construction Contract for Portway Street Railroad Crossing Improvement Project (Public Works)

<p><b>THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.</b></p>
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## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

January 15, 2014

### MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF JANUARY 21, 2014

### CONSENT CALENDAR

**Item 5(a): ADC Minutes**

The minutes of the ADC meeting of December 2, 2013 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

### REGULAR AGENDA ITEMS

**Item 6(a): Authorization to Award Construction Contract for Portway Street Railroad Crossing Improvement Project (Public Works)**

At its June 17, 2013 meeting, the ADC authorized staff to move forward with design of the Portway Railroad Crossing Improvement Project. The new crossing will improve this critical gateway to the Port of Astoria, make Trolley operation safe and reliable along this segment of track; enhance/reestablish vehicular mobility along Portway Street; eliminate ponding water and increase vehicular and pedestrian safety during inclement weather; make future utility and track maintenance more efficient; and upgrade the intersection of the River Trail and Port Trail system to be ADA compliant. Staff solicited bids for the work and is recommending that the ADC authorize award of a construction contract to TFT Construction, Inc., in the amount of \$190,647.25 for the Portway Rail Crossing Improvement Project and approve the associated budget for contingency and construction support services. Funds for this project are available in the Astor-West Urban Renewal District.

MANAGER\AGENDA\ADC MEMO 1-21-14



A regular meeting of the Astoria Development Commission was held at the above place at the hour of 8:30 p.m.

Commissioners Present: Herzig, Warr, Mellin, LaMear, and Mayor Van Dusen

Staff Present: City Manager Benoit, Planner Johnson, Library Director Tucker, and Public Works Director Cook.  
The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

**REPORTS OF COMMISSIONERS:** No reports.

**CHANGES TO AGENDA:** No changes.

**CONSENT CALENDAR:** None

**REGULAR AGENDA ITEMS:**

**Item 6(a): Authorization to Purchase the Parking Lot at the 1600 Block of Duane Street Adjacent to the Astoria Armory (Community Development)**

At the October 7, 2013 Astoria Development Commission (ADC) meeting, an amendment to the Astor-East Urban Renewal Plan was approved which gave the ADC the authority to acquire real property located at 1636 Duane Street and the adjacent parking lot at the 1600 Block Duane Street. This property is commonly known as the Astoria Armory and an adjacent parking lot, both owned by the Columbia River Maritime Museum (CRMM). ADC and Craft3 staffs have developed a set of draft terms to facilitate this transaction as noted below:

- ADC and City of Astoria will implement the terms below with the Columbia River Maritime Museum (CRMM) regarding the Armory and adjacent parking lot. The purchase price is \$250,000 plus closing costs, which are estimated at approximately \$2,500. Under the plan, Craft3 will pay the \$250,000 and ADC will pay closing costs. In addition to the \$250,000, the draft terms for the purchase include a transfer of approximately 167 feet of ADC land east of the train depot to the Columbia River Maritime Museum, and that the City would vacate the portion of Duane Street adjacent to the former Builder's Supply building at 1777 Marine Drive. The 167 feet of ADC land and vacated portion of Duane Street right-of-way will be transferred to CRMM.
- ADC will acquire title of the parking lot and will instruct CRMM and the closing escrow agent that title to the Armory will be transferred to Craft3.
- Craft3 will deposit \$250,000 (agreed upon cash purchase amount) into a closing escrow account.
- Should the Astoria City Council approve a Memorandum of Understanding with Craft3 at their December 2, 2013 meeting, the City will pledge Revolving Loan funds as security to share equally in any loss associated with the resale of the Armory. Conversely, should there be a profit in the resale, such profit would be shared equally with the City.
- Craft3 will offer the Armory for sale to the Friends of the Astoria Armory for a price not to exceed \$250,000 plus closing costs to be executed within 120 days from Craft3 acquiring the Astoria Armory.
- In the event that Craft3 and Friends of the Astoria Armory are unable to reach a mutually acceptable sales agreement, Craft3 shall be entitled to sell the Armory to any third party on terms acceptable to Craft3.

- Craft3 will agree that the terms of any offer of sale to the Friends of the Astoria Armory will be designed in a best manner to ensure that the Armory is maintained for public activities, that the Friends are able to meet its financial responsibilities in the sale and that expenses incurred by Craft3, ADC, or City in the acquisition and sale of the Astoria Armory are reimbursed.

As noted in the attached memo, the terms of the property transaction including the ADC land transfer to CRMM, the easements, and the street vacation are progressing. To proceed with the purchase of the Armory and parking lot properties, the ADC should authorize the Chair to sign the Bargain and Sale Deed for purchase of the parking lot property. It is recommended that the ADC authorize Chairman Van Dusen to sign the Bargain and Sale Deed for purchase of the parking lot at the 1600 Block Duane Street.

**Commission Action:** Motion by Commissioner Warr, seconded by Commissioner Mellin, to authorize Chairman Van Dusen to sign the Bargain and Sale Deed for purchase of the parking lot at the 1600 Block Duane Street. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 8:33 p.m. and the Executive Session of the Astoria City Council was convened.

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED:**

\_\_\_\_\_  
City Manager





**CITY OF ASTORIA**  
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January 14, 2014

**MEMORANDUM**

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **PORTWAY STREET RAILROAD CROSSING IMPROVEMENT PROJECT –  
AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT**

**DISCUSSION/ANALYSIS**

At the June 17, 2013 Astoria Development Commission meeting, the Commission authorized staff to move forward with design of the Portway Railroad Crossing Improvement Project. This project consists of reconstructing the deteriorated double railroad track crossing at Portway Street. The deterioration is a result of old age, increased volume of truck traffic to and from the Port of Astoria, and poor condition of underlying railroad ties.

The new crossing will improve this critical gateway to the Port of Astoria for vehicular traffic, trolley operations, and pedestrians. The proposed project will include the following improvements.

1. The project will replace damaged/failing rail infrastructure making trolley operation safe and reliable along this segment of track.
2. The project includes reconstruction of road approaches to enhance/reestablish vehicular mobility along Portway Street.
3. The project will add storm drainage improvements that will eliminate ponding water and increase vehicle and pedestrian safety during inclement weather.
4. Future utility and track maintenance will be significantly more efficient, resulting in lower maintenance costs.
5. The connection between the City's River Trail and the Port of Astoria Trail system will be upgraded for ADA compliance. This is a critical trail junction, as it serves high volumes of pedestrians from visiting Cruise Ships.

Design was completed in early December and the following competitive bids were received on January 7, 2014.

<b>Contractor</b>	<b>Total Bid</b>
<b>TFT Construction Inc.</b>	<b>\$241,689.33</b>
H & H Engineering and Construction Inc.	\$256,996.50
Big River Construction Inc.	\$257,338.50
Railworks Track Systems Inc.	\$278,085.24
Wildish Standard Paving Co.	\$306,480.50
Rognlin's, Inc.	\$321,744.63

Bids were significantly higher than anticipated due to modifications to the scope during the bid process, underestimation of costs associated with the rail specific bid items, and an existing track condition that is deteriorated more than originally thought.

Public Works Staff worked with our rail engineering consultant and the contractor to evaluate possible cost saving measures. The design was altered through value engineering, to reduce the project cost by over \$50,000. This reduction in project cost will not substantially affect the finish product or design intent of the project. The resulting construction contract will total **\$190,647.25**.

#### **Construction Budget Summary:**

<b>Description</b>	<b>Total Amount</b>
TFT Construction Inc. Contract	\$190,647.25
Construction Contingency (5%)	\$ 9,532.36
Construction Support Services	\$ 10,000.00
Anticipated Construction Total	\$210,179.61

Funding for the Portway Railroad Crossing Improvement Project is recommended to come from the Astor-West Urban Renewal District. Section 650.B of the Astor-West Urban Renewal District Plan includes "Street, Curb, Sidewalk and Trolley Track Improvements" as approved activities that can be funded by the Development Commission.

#### **RECOMMENDATION**

It is recommended that the Astoria Development Commission authorize award of a construction contract to TFT Construction Inc. in the amount of \$190,647.25 for the Portway Rail Crossing Improvement Project and approve the associated budget for contingency and construction support services. Funds for this project are available in the Astor-West Urban Renewal District.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By   
Nathan Crater, Assistant City Engineer



#### **60.01.00 - GENERAL**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between TFT Construction, Inc., 53990 West Land Road, Scappoose, OR 97056, hereinafter called "**CONTRACTOR**" and the **City** of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

#### **60.2.00 - DESCRIPTION OF WORK**

The **CONTRACTOR** agrees to perform the work of:

\*\* Portway Rail Crossing Improvement Project \*\*

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

#### **60.3.00 - COMPLETION OF CONTRACT**

The **CONTRACTOR** agrees that the work under this contract shall be performed within 45 calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

#### **60.4.00 - CONTRACT PRICE**

The contract price for this project is \$190,647.25. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

#### **60.5.00 - CONTRACT DOCUMENTS**

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

#### **60.6.00 - CHANGES IN WORK**

With the consent of the **CONTRACTOR's** surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

**A.** An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

**B.** An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

#### **60.7.00 - COMPLIANCE**

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

**CONTRACTOR** agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

**CONTRACTOR** agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

**CONTRACTOR** agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

#### **60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES**

**CONTRACTOR** is responsible for obtaining and paying for all necessary permits.



**CONTRACTOR** shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

**CONTRACTOR** is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

#### **60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR**

**A. CONTRACTOR's** services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

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

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

#### **60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION**

**A. CONTRACTOR** shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

**B. CONTRACTOR's** relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS 279C.580 are applicable.

**C. CONTRACTOR** certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

**D. Assignment or Transfer Restricted.** The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** 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 the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

**E. CONTRACTOR** certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

#### **60.11.00 - EARLY TERMINATION**

**A.** This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third



party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

**B. Payment.** When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

**C. Responsibility for Completed Work.** Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

**D.** Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

**E.** If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

#### **60.12.00 - CANCELLATION FOR CAUSE**

**CITY** may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

#### **60.13.00 - NONWAIVER**

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

#### **60.13.01 - REMEDIES**

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;

(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

#### **60.14.00 - SUIT OR ACTION**

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

#### **60.15.00 - CONFLICT BETWEEN TERMS**

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

#### **60.16.00 - INDEMNIFICATION**

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY**, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

#### **60.17.00 - WORKERS' COMPENSATION**

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

#### **60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES**

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

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



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

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

**60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS  
FURNISHING LABOR AND MATERIALS; AND COMPLAINTS**

**A.** If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

**B.** If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

**C.** If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**D.** The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

**60.20.00 - HOURS OF LABOR**

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

**A** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**B.** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

**C.** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

**D. CONTRACTOR** must give notice to employees who work on a public contract in writing,

either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

**E. CONTRACTOR** will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

#### **60.21.00 - PAYMENT OF MEDICAL CARE**

**CONTRACTOR** shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

#### **60.22.00 - DRUG TESTING PROGRAM**

**CONTRACTOR** shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

#### **60.23.00 – PREVAILING WAGE RATE**

**A. Prevailing Wage Rate.** If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHDPWR/pwr.state.shtml>.

**B. Statutory Public Works Bond.** **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

**C. Certified Payroll Reports.** **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **CITY** in conformance with ORS 279C.845. The **CITY** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.



#### **60.24.00 – INSURANCE**

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

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

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

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

#### **60.25.00 - PERFORMANCE AND PAYMENT BOND**

The **CONTRACTOR** further agrees to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

#### **60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).


**60.26.01 - CITY OCCUPATION TAX**

Prior to starting work, **Contractor** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **Contractor** shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

**60.27.00 - NO THIRD PARTY BENEFICIARIES**

This agreement and each and every provision is for the sole benefit of the **CITY** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**CITY OF ASTORIA**, a municipal of the  
State of Oregon

BY: \_\_\_\_\_  
Mayor . Date

ATTEST:

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
City Manager Date



PORTWAY RAIL CROSSING IMPROVEMENT PROJECT  
SCOPE MODIFICATIONS  
JANUARY 13, 2014

				TFT CONSTRUCTION	
ITEM NO.	ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL IN FIGURES
GENERAL					
1.	Mobilization	1	LS	\$18,943.00	\$18,943.00
2.	Erosion Control	1	LS	\$225.00	\$225.00
3.	Construction Staking	1	LS	\$2,100.00	\$2,100.00
4.	Traffic Control	1	LS	\$756.00	\$756.00
5.	Pothole Subsurface Investigation	4	EA	\$386.00	\$1,544.00
RAIL IMPROVEMENTS					
6.	Demolish and Remove Existing Railroad Crossing	1	LS	\$3,850.00	\$3,850.00
7.	Earthwork Cut - Railroad	111	CY	\$35.09	\$3,894.99
8.	Subgrade Stabilization	111	CY	\$38.32	\$4,253.52
9.	115 RE New Rail, 80' lengths beyond limits of crossing	34	LF	\$48.42	\$1,646.28
10.	Walkway Ballast	1	LS	\$1,386.00	\$1,386.00
11.	Reconstruct Track	144	TF	\$278.25	\$40,068.00
12.	Raise Existing Track	409	LF	\$83.50	\$34,151.50
13.	Surface, line and dress	400	TF	\$8.80	\$3,520.00
14.	Omega Concrete Crossing Panels, complete w/labor	105.625	TF	\$242.00	\$25,561.25
15.	Vibratory Compact Crib, Shoulders	144	TF	\$57.00	\$8,208.00
16.	ADS/PVC pipe including casing	1	LS	\$5,834.00	\$5,834.00
APPROACH & PEDESTRIAN IMPROVEMENTS					
17.	Concrete and Pavement Demo	425	SY	\$7.18	\$3,051.50
18.	Sawcut Concrete/Pavement	210	LF	\$4.38	\$919.80
19.	Excavation - Approach and Sidewalk	95	CY	\$19.81	\$1,881.95
20.	Remove and Replace Signs	1	LS	\$174.00	\$174.00
21.	Geotextile Fabric	190	SY	\$1.57	\$298.30
22.	Base Rock (1.5"-0")	50	CY	\$58.28	\$2,914.00
23.	Leveling Rock (3/4"-0")	30	CY	\$66.65	\$1,999.50
24.	Level 3 - 1/2" Dense HMAc	68	TON	\$150.42	\$10,228.56
25.	Concrete Sidewalk	45	SY	\$49.50	\$2,227.50
26.	Concrete Curb	85	LF	\$22.00	\$1,870.00
27.	Pavement Striping	1	LS	\$2,090.00	\$2,090.00
28.	ADA ramps/approaches	31	EA	\$162.80	\$5,046.80
29.	Remove and replace Catch Basins	2	EA	\$1,227.00	\$2,454.00
30.	8" PVC Storm Drain Pipe	30	LF	\$30.66	\$919.80
31.	Reuse Railroad Tie Plates - CREDIT	1	LS	-\$1,370.00	-\$1,370.00
	TOTAL BID				\$190,647.25



## BID FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

### \*\* Portway Rail Crossing Improvement Project \*\*

in accordance with the Scope of Work described in Div. 20.2.00 Scope of Work included within these documents and at the following prices within 45 calendar days from the date of Notice to Proceed.

ITEM NO	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL (IN FIGURES)
GENERAL					
1.	Mobilization	1	LS	\$ 18943.00	\$ 18943.00
2.	Erosion Control	1	LS	\$ 225.00	\$ 225.00
3.	Construction Staking	1	LS	\$ 2100.00	\$ 2100.00
4.	Traffic Control	1	LS	\$ 756.00	\$ 756.00
5.	Pothole Subsurface Investigation	4	EA	\$ 386.00	\$ 1472.00
RAIL IMPROVEMENTS					
6.	Demolish and Remove Existing Railroad Crossing	1	LS	\$ 3850.00	\$ 3850.00
7.	Earthwork Cut - Railroad	111	CY	\$ 35.09	\$ 3894.99
8.	Subgrade Stabilization	111	CY	\$ 38.32	\$ 4253.52
9.	115 RE New Rail, 80' lengths beyond limits of crossing	34	LF	\$ 48.42	\$ 1646.28
10.	Walkway Ballast	1	LS	\$ 1386.00	\$ 1386.00
11.	Reconstruct Track	144	TF	\$ 278.25	\$ 40068.00
12.	Raise Existing Track	1040	LF	\$ 79.37	\$ 82544.80
13.	Surface, line and dress	400	TF	\$ 8.80	\$ 3520.00
14.	Omega Concrete Crossing Panels, complete w/labor	105.625	TF	\$ 242.00	\$ 25561.25
15.	Vibratory Compact Crib, Shoulders	144	TF	\$ 57.00	\$ 8208.00
16.	ADS/PVC pipe including casing	1	LS	\$ 5834.00	\$ 5834.00
APPROACH & PEDESTRIAN IMPROVEMENTS					
17.	Concrete and Pavement Demo	440	SY	\$ 7.18	\$ 3159.20
18.	Sawcut Concrete/Pavement	340	LF	\$ 4.38	\$ 1489.20
19.	Excavation - Approach and Sidewalk	95	CY	\$ 19.81	\$ 1881.95
20.	Remove and Replace Signs	1	LS	\$ 174.00	\$ 174.00
21.	Geotextile Fabric	190	SY	\$ 1.57	\$ 298.30
22.	Base Rock (1.5'-0")	50	CY	\$ 58.28	\$ 2914.00
23.	Leveling Rock (3/4'-0")	30	CY	\$ 66.65	\$ 1999.50
24.	Level 3 - 1/2" Dense HMA	72	Ton	\$ 150.42	\$ 10830.24
25.	Concrete Sidewalk	45	SY	\$ 49.50	\$ 2227.50
26.	Concrete Curb	85	LF	\$ 22.00	\$ 1870.00
27.	Pavement Striping	1	LS	\$ 2090.00	\$ 2090.00
28.	ADA ramps/approaches	31	SY	\$ 162.80	\$ 5046.80
29.	Remove and Replace Catch Basins	2	EA	\$ 1227.00	\$ 2454.00
30.	8" PVC Storm Drain Pipe	30	LF	\$ 30.66	\$ 919.80
<b>TOTAL BID:</b>					<b>\$ 241,617.33</b>

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

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



Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is X YES        NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

The bidder acknowledges receiving and incorporating changes described in Addenda NO.        /        through        /       .

1/7/2014  
DATE

TFT Construction Inc.  
BIDDER

BID OPENING: 1/7/2014

Shawn L. Fisher President  
SIGNED (NAME AND TITLE)

53990 West Lane Road  
MAILING ADDRESS

Scappoose, OR. 97056  
CITY, STATE, AND ZIP CODE

PHONENUMBER: 503-250-0148

CORPORATION: X YES        NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER:

CONTRACTOR BOARD NO. 104648



BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS:

Bond N/A

That We, TFT Construction, Inc. of 53990 West Lane Road, Scappoose, OR 97056

(hereinafter called the principal), as principal, and Travelers Casualty and Surety Company of America, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Oregon as Surety, are held and firmly bound unto Astor West Urban Renewal District, 1095 Duane Street, Astoria, OR 97103 (hereinafter called the Obligee)

in the just and full sum of Five Percent of the Total Amount Bid----

----- Dollars (\$ --5%-- ) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Portway Rail Crossing Improvement Project 13-005

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 7th day of January, 2014

TFT Construction, Inc.

By Thomas L.P. Fische

Travelers Casualty and Surety Company of America

By Tami Jones

Tami Jones, Attorney-in-Fact





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224582

Certificate No. 005565734

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gene M. Dietzman, Gloria Bruning, James P. Dooney, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Brent Olson, Joel Dietzman, Tami Jones, Karen A. Pierce, and Christopher Reburn

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of July, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 17th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**CERTIFICATION OF NONDISCRIMINATION**

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

1/7/2014  
DATE

TFT Construction Inc.  
BIDDER

**NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID.**

## FIRST TIER SUBCONTRACTOR'S DISCLOSURE FORM

PROJECT NAME: Portway Rail Crossing Improvement Project

BID CLOSING: DATE: 1/7/2014 TIME: 2:00pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed  
(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) <u>Bayview Transit</u>	\$ <u>10,080<sup>00</sup></u>	<u>Asphalt Paving</u>
2) <u>H &amp; H Engineering Co. Inc.</u>	\$ <u>147,542<sup>00</sup></u>	<u>Rail Work</u>
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): TFT Construction Inc.

Contact Name: Dale Mc Dowell

Phone no.: 503-250-0148