

BID NUMBER 117226

187787

CONTRACT NUMBER: 30004736

FOR

**ACTIVE CORRIDOR MANAGEMENT PROJECT**

Commissioner of Public Safety, Bureau of Transportation

Pursuant to Ordinance Number 187253

This Contract, made and entered into this 15th day of July, 2015, between Elcon Corporation ("Contractor"), and the City of Portland ("City"). Collectively, Contractor and City shall be referred to as "parties" and each may individually be referenced as "party".

**THE PARTIES AGREE AS FOLLOWS:**

1. City shall pay Contractor the sum of Five Hundred Thousand, Five Hundred Seventy-Two Dollars (\$500,572.00), a sum based on the unit prices established by the Contract Documents. The item numbers, quantities, description and unit prices applicable under this contract are as follows:

NO.	ITEMS OF WORK AND MATERIALS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$13,500.00	\$13,500.00
2	TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	1	LS	\$14,500.00	\$14,500.00
3	TEMPORARY SIGNS	36	SQFT	\$12.00	\$432.00
4	TEMPORARY BARRICADES, TYPE II	12	EACH	\$35.00	\$420.00
5	TEMPORARY BARRICADES, TYPE III	16	EACH	\$100.00	\$1,600.00
6	FLAGGERS	792	HOURL	\$46.00	\$36,432.00
7	FIBER OPTIC CABLE	21,100	LF	\$1.10	\$23,210.00
8	FIBER OPTIC SPLICES	578	EACH	\$39.50	\$22,831.00
9	FIBER OPTIC INSTALLATION	1	LS	\$105,712.00	\$105,712.00
10	LOOP DETECTOR INSTALLATION AT NE AIRPORT WAY/NE 122ND AVENUE	8	EACH	\$2,240.00	\$17,920.00
11	LOOP DETECTOR INSTALLATION AT NE HALSEY STREET/NE 122ND AVENUE	12	EACH	\$1,080.00	\$12,960.00
12	LOOP DETECTOR INSTALLATION AT NE GLISAN STREET/NE 122ND AVENUE	10	EACH	\$1,069.00	\$10,690.00
13	LOOP DETECTOR INSTALLATION AT SE DIVISION STREET/NE 122ND AVENUE	4	EACH	\$1,125.00	\$4,500.00
14	TRAFFIC CAMERA	1	LS	\$18,028.00	\$18,028.00

	INSTALLATION AT NE AIRPORT WAY/NE 122ND AVENUE				
15	TRAFFIC CAMERA INSTALLATION AT NE HALSEY STREET/NE 122ND AVENUE	1	LS	\$9,642.00	\$9,642.00
16	TRAFFIC CAMERA INSTALLATION AT NE GLISAN STREET/NE 122ND AVENUE	1	LS	\$17,704.00	\$17,704.00
17	TRAFFIC CAMERA INSTALLATION AT NE GLISAN STREET/NE 102ND AVENUE	1	LS	\$9,642.00	\$9,642.00
18	TRAFFIC CAMERA INSTALLATION AT NE GLISAN STREET/NE 148TH AVENUE	1	LS	\$17,783.00	\$17,783.00
19	BLUETOOTH INSTALLATION	12	EACH	\$3,156.00	\$37,872.00
20	BROADBAND ETHERNET RADIOS	28	EACH	\$4,010.00	\$112,280.00
21	CABINET EQUIPMENT	1	LS	\$12,914.00	\$12,914.00
	<b>Total</b>				<b>\$500,572.00</b>

2. Contractor hereby agrees to perform the Work specified in the Contract Documents.
3. Contractor shall begin work as stated in the Notice to Proceed from the City. Contractor shall order all materials and equipment, and complete all Work to be done under the Contract before the elapse of 180 Calendar Days pursuant to the Contract Documents. Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in the Contract Documents.
4. The Contract Documents include this document and those documents identified in the Specifications and include, but are not limited to:
  - a. The Plans and Specifications, Addenda Nos. One (1), Two (2), Three (3) and Four (4);
  - b. The Standard Construction Specifications 2010 filed in the Office of the City Auditor; and
  - c. The Contractor's Bid or proposal.
5. That no officer or employee of the City is or shall be entitled to any share, part, or benefit(s) derived from this contract, except as permitted by City Code and City Human Resource policies.
6. That Contractor will provide a Performance Bond, Payment Bond, and Certificate(s) of Insurance as required by the Contract Documents.
7. The Contractor will provide the Acknowledgement/Release Certification Form as required by the Contract Documents.
8. This contract requires payment of the higher of state or federal rates on projects subject to both the

state prevailing wage rate (PWR) law and the federal Davis-Bacon Act, and it will be the Contractor's responsibility to determine the higher wage rate. The Prevailing Wage Rates for this project will be the rates specified in the Contract Documents.

9. Since Federal Funds will be used for this project, Contractor shall abide by all regulations applicable hereto.
10. Time is of the essence. Therefore, if Contractor fails to complete the Work within the time specified or within any extension of time, Contractor shall pay as fixed and agreed, liquidated damages in the amount of Three Thousand Dollars (\$3,000) per Calendar Day pursuant to the Contract Documents.

## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The 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. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement contracts, 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 state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, 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. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, 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 improvement contract within 30 days after receipt of payment from the contract 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 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement 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.

- Pursuant to ORS 279C.520, 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, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall 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. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services 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.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with

ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the 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 pursuant to ORS 279C.580 (3), 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 computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

Contract Number 30004736 Amendment/Change Order Number \_\_\_\_\_

Contract Description: **ACTIVE CORRIDOR MANAGEMENT PROJECT, BID NO. 117226**

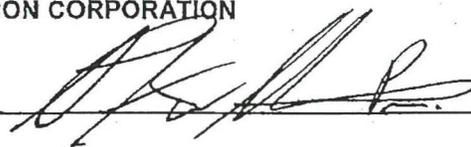
This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one (1) and the same agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CONTRACTOR SIGNATURE(S)

(Affix Corporate Seal)

ELCON CORPORATION

BY  Date: July 1st 2015

Name: Peter Williams

Title: President

Address: 1720 75<sup>th</sup> St. SW  
Everett, Washington 98203  
Telephone No: 425-743-5600  
Fax No: 425-355-3315

STATE OF OREGON  
CONTRACTORS BOARD NUMBER

143536

CITY OF PORTLAND  
BUSINESS TAX REGISTRATION NUMBER

711726



187787

# CITY OF PORTLAND, OREGON

Contract No. 30004736 Amendment/Change Order No. 0

Contract Description: ACTIVE CORRIDOR MANAGEMENT PROJECT

## CITY OF PORTLAND SIGNATURES:

By: N/A Date: \_\_\_\_\_  
Bureau Director

By: *D. J. Gibson* Date: 07/23/2015  
Purchasing Agent

By: N/A Date: \_\_\_\_\_  
Elected Official

Approved:

By: *D. Bilby* Date: 07/28/2015  
Office of the City Auditor

Approved as to Form:

By: *John F. ...* Date: 07/14/2015  
Office of City Attorney