



**BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES**

**PROJECT PW0901**

**CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON**

**MANDATORY SITE VISIT:** 9:00 AM November 5<sup>th</sup>, 2008 at the Bland Reservoir site, Tax Lot 21E35B00504, located north and uphill from 23128 Bland Circle, West Linn, OR 97068.

**BIDS DUE:** 2:00 PM December 5<sup>th</sup>, 2008 at the City of West Linn Engineering Department, West Linn City Hall, 22500 Salamo Road #800, West Linn, Oregon 97068.

**SUBCONTRACTORS DISCLOSURE FORM DUE:** 4:00 PM December 5<sup>th</sup>, 2008 at the City of West Linn Engineering Department, West Linn City Hall, 22500 Salamo Road #800, West Linn Oregon 97068.

**BID OPENING:** 4:00 PM December 5<sup>th</sup>, 2008 at the City of West Linn Engineering Department, West Linn City Hall, 22500 Salamo Road #800, West Linn, Oregon 97068.

**CITY OF WEST LINN  
ENGINEERING DEPARTMENT**  
West Linn City Hall  
22500 Salamo Road #800  
West Linn, Oregon 97068  
(503) 722-5500 FAX 656-4106

**PROJECT DOCUMENTS FOR THE**  
**BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES**

**PROJECT PW0901**

**IN WEST LINN, CLACKAMAS COUNTY, OREGON**

**THE OFFICIALS OF THE CITY OF WEST LINN**

Mayor	Norman B. King
Councilor	Scott Burgess
Councilor	Jody Carson
Councilor	Michelle Eberle
Councilor	Mike Jones
City Manager	Chris Jordan
Engineering Manager	Dennis Wright, P.E.

**CITY OF WEST LINN  
BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES  
PW0901**

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## NOTICE INVITING BIDS

**RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City of West Linn, OWNER of the WORK located at 22500 Salamo Rd., Suite 800, West Linn, Oregon, 97068, until 2:00 PM, on December 5th, 2008, for the **Bland Reservoir Recoating, Cathodic Protection Project and Minor Appurtenances PW-09-01**. Separate subcontractor statements will be received until 4:00 PM on December 5th, 2008. Bid proposals will be held until 4:00 PM on December 5th, 2008 (for the separate receipt of subcontractor statements), after which time the sealed proposals will be publicly opened and read. Proposals and subcontractor statements received after the above mentioned times and dates shall be considered non-responsive.

**COMPLETION OF WORK:** The WORK must be completed within forty-five (45) successive days after the commencement date stated in the Notice to Proceed and in no case later than May 1st, 2009.

**DESCRIPTION OF WORK:** The WORK to be performed under this Contract shall consist of preparation of surfaces, performance and completion of recoating of all interior and exterior surfaces and installation of a new cathodic protection system complete for the Bland reservoir in accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

**SITE OF WORK:** The site of the WORK is located at the Bland Reservoir site. The address of the Bland Reservoir is 23120 S. Bland Circle, West Linn, Oregon.

**OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled "Contract Documents for the Bland Reservoir Recoating, Cathodic Protection and Minor Appurtenances", City of West Linn, Clackamas County, Oregon.

The Contract Documents may be obtained at the office designated for receipt of bids without charge or be obtained on the city website:

<http://westlinnoregon.gov/publicworks/bland-cir-reservoir-recoating-cathodic-protection-minor-appurtenances-pw0901>

In addition, the documents may also be mailed upon request for a \$5 charge. All interested bidders should contact [prich@westlinnoregon.gov](mailto:prich@westlinnoregon.gov) with your name, address, phone, fax and email address or call 503-722-5501 to be placed on the list of plan holders.

**BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check, Bid Bond or irrevocable Letter of Credit (per ORS 279C.380(a)) in the amount of 5 percent of the Total Bid Price payable to the City of West Linn as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it and the contract document is signed and included with the bid documents.

**BIDS TO REMAIN OPEN:** The Bidder shall guarantee the Total Bid Price for a period of forty-five (45) calendar days from the date of bid opening.

**MANDATORY PRE-BID VISIT TO WORK SITE:** A mandatory site visit is schedule at 9:00 AM November 5<sup>th</sup>, 2008 at the Bland Reservoir site, Tax Lot 21E35B00504, located north and uphill from 23128 Bland Circle, West Linn, OR 97068. Every bidder must attend the mandatory site visit on November 5<sup>th</sup>, 2008; any bidder who does not attend will be considered non-responsive.

**PROJECT ADMINISTRATION:** All communications relative to this WORK shall be directed to the ENGINEER prior to opening of the Bids.

City of West Linn Public Works (Engineering)  
22500 Salamo Rd  
West Linn, OR 97068  
Telephone: (503) 722-5514  
Attention: Dennis Wright

**OWNER'S RIGHTS RESERVED:** The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

## **PROJECT INFORMATION**

### **Project Questions:**

More detailed information concerning the project may be obtained by contacting:

Dennis Wright, PE, Engineering Manager  
City of West Linn, Engineering Department  
22500 Salamo Road #800, West Linn, OR 97068  
Phone (503) 722-5514 FAX (503) 656-4106

**Description of Work:** This project is to provide for the recoating (interior and exterior surfaces) the 500,000 gallon Bland water reservoir and the installation of a new cathodic protection system. Work includes preparation of surfaces, recoating of all interior and exterior surfaces (for inside surfaces, all existing coatings shall be removed and the surfaces cleaned to SSPC SP10), and installation of a new cathodic protection system complete.

**Contract Documents:** The Contract Documents under which it is proposed to execute this work consists of the material bound and attached herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents should request of the Engineer, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents should be made in writing, and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of the Documents. The Owner will not be responsible for any other explanation or interpretation of said Documents.

**Resident Bidder Statement Required:** Each proposal must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

**Oregon Reciprocal Preference Law, ORS 279A.120** As required by ORS 279A.120, in determining the lowest responsive bidder, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidders in the bidders home state. For example, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the City shall add 10 percent to that bidder's price when evaluating the bid in determining which is the lowest responsible, responsive bidder. However, the percent increase shall be used only for the purpose of determining the lowest responsive bidder and shall not affect the actual bid amount. The City will rely on information supplied by the Oregon Department of Administrative Service in determining if and for how much a bidder's home state grants a preference to in-state bidders.

**Contracting License Requirement:** The bidder must be registered with the Oregon Construction Contractors Board. Each proposal must contain the license number of the bidder.

**Preparation of Proposal:** The proposal for the work contemplated is to be submitted on the form prescribed in the proposal herein.

All blank spaces on the proposal form must be filled in, in ink, in both words and numbers where applicable. No changes shall be made in the phrasing of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in numbers.

Any proposal which contains omissions, erasures, alterations, additions of any kind, or items uncalled for, or which in any manner fail to conform to the conditions of the published Advertisement for Bids and associated addenda will be subject to rejection in accordance with section 30.035 of the West Linn Purchasing Policy.

The bidder shall sign his proposal in the space provided. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If a corporation makes

the proposal, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

**Clarification of Proposal Allowed:** The proposal may include written clarification of the bid documents so long as the bid is not qualified in any way. Proposals that in the determination of the Owner qualify the bid may be rejected at the Owner's discretion.

**Submission of Proposals:** All proposals must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Proposals must be made on the prescribed proposal forms attached herewith, and submitted intact with the proposal documents.

**Addenda:** Any addenda issued during the time of bidding and forming a part of the Contract Documents loaned to the bidder for the preparation of his proposal, shall be covered in the proposal, and shall be made a part of the contract. Addenda will be handled as follows: a copy of addenda will be faxed to the bidders' place of business. If Faxing is not possible, the bidder will be verbally notified and in both cases an original copy will be sent by mail, time allowing. Verbal or FAX notification prior to the bid opening shall be considered sufficient. Receipt of each addendum will be required to be acknowledged in writing by the bidder with the bid documents when they are submitted.

**Modification and Withdrawal of Bids:** Bids may be modified or withdrawn at any time prior to the opening of Bids. This may be done by the Bidder in person or upon his/her telegraphic or written request delivered to the place where Bids are to be submitted. A telephoned request for withdrawal of a Bid will not be recognized as a legitimate means for withdrawal of a Bid. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**Bid Security:** Proposals must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than five percent (5%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will furnish properly executed performance bond in the full amount of the contract price within the time specified to guarantee execution of the attached contract.

The Owner reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has furnished a one hundred percent (100%) performance bond. Upon failure of the successful bidder to deliver said performance bond within the specified time, the next lowest bid may be accepted at the Owner's discretion, whereupon the above instructions and requirements will apply to the said second bidder. Bid security of all bidders, except the three (3) lowest, will be returned promptly after the opening of bids; bid security of the three lowest bidders will be returned within three days (3) after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

**Conditions of Work:** Each bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, right-of-way, and access to the work, fire protection regulations, and similar requirements.

**Award or Rejection:** The contract will be awarded to the lowest responsive, responsible bidder complying with these instructions and with the Advertisement.

As required by ORS 279A.120, and solely for the purpose of determining the lowest responsible bidder, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidders in the bidder's home state. The Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. The acceptance of a proposal will be by notice in writing, mailed or delivered to the office designated in the Proposal.

**Limit on Working Hours:** Working hours shall be limited as follows unless specifically authorized by the City Engineer.

Monday through Friday - 8:00 am to 5:00 pm,  
Saturday – 9:00 am to 5:00 pm, only with prior approval  
Sunday - no work is permitted

**Performance and Payment Bond:** The successful bidder shall, within ten (10) days after receiving notice of the award, file with the Owner performance and payment bonds in the full amount of the contract price at the time of execution of the contract. The performance bond shall remain in effect as a warranty bond for an eighteen-month period following project completion. The Surety Company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

**Workers Compensation Insurance Requirement:** The contractor, its subcontractors, and all employers working under this project subject to the Oregon Workers Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers. Evidence of complying with this requirement shall be submitted and approved by the Owner prior to payment.

**Prevailing Wage Rate Requirement:** If the total contract price exceeds twenty five thousand dollars (\$25,000.00), the contractor, its subcontractors, and all employers working under this project subject to the Oregon Workers Compensation Law, shall comply with ORS 279C.800 to 279C.870, which requires workers on public works projects to be paid not less than the prevailing rate of wages established by the State Bureau of Labor and Industries. Evidence of complying with this requirement shall be submitted to and approved by the Owner prior to payment. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279C.817 are hereby incorporated into these Specifications. The applicable schedules of prevailing wage rates are available from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201. A copy is attached to this document. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

In conformance with State of Oregon regulations, the contractor or its surety and every subcontractor or its surety shall submit a statement in writing to the City in a form prescribed by the State Labor Commissioner certifying under oath the hourly rate of wage paid each classification of workers employed for work on the project, and further certifying that no worker has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this contract. These statements are to be submitted to the Project Engineer.

There is no representation on the part of the City that labor can be obtained at the hourly rates required by this contract. It is the responsibility of the contractor to be aware of local labor conditions and perspective

changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of a payment of wage rates in excess of the prevailing wage rates.

**Liquidated Damages:** Liquidated damages shall be per the city of West Linn Public Works Standards (\$150 per calendar day, \$210 per working day).

**Payments:** Progress payments will be made by the Owner each month with 5% retainage released at project completion.

**Responsibility of Public Agency (City of West Linn):** Advertise and accept bids for the project, award, administer the contract, inspect the project for compliance with specifications, provide access to work site, and provide payment upon completion.

**Contractor's Responsibility:** The Contractor assumes the entire responsibility for the method of performing and completing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

**Payment to Laborers and Suppliers, Contributions to Saif, Liens and Withholding Taxes as Required By ORS 279B.220**

The Contractor shall:

- A) Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the work provided for in such contract.
- B) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- C) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
- D) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E) Provide certification of payment of materials or other documentation as required by the City that all laborers, suppliers, and other persons have been duly paid as required before the final payment will be released.

**Payment Of Claims As Required By 279C.515** 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 City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the contractor by reason of his contract. The payment of a claim in the manner authorized in the preceding paragraph shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

**Overtime Inspections:** It is understood that for work completed by the Contractor at his election and for his convenience, and in excess of eight (8) hours per day or more than forty (40) hours in any week that requires inspection, the Contractor shall pay all costs incurred by the City for providing inspection personnel to the job site, including but not limited to hourly wage and benefits.

**Time Limit of Unsettled Disputes:** No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the contract or breach thereof or anything done in connection therewith, unless commenced within eighteen months of the



final acceptance of the project. All claims or causes of action in any way resulting from this contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

**Permits:** The Contractor shall obtain all permits and licenses, including a City business license, and pay any fees connected therewith, having to do with his construction operations except those permits specifically stated to be obtained by the Owner. The contractor shall confine his operations to within the permanent or construction easement limits, and street right-of-way limits. Any damage to private property, either inside or outside of the aforementioned limits, shall be the responsibility of the Contractor. The city shall waive the cost of a public works permit.

**OSHA:** During performance of the contract, the Contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued thereunder. The Contractor/vendor shall further agree to hold the City, its employees, agents, City Council members, and assigns harmless and free from liability for failure to comply with said standards and regulations. It shall be the sole responsibility of the Contractor/vendor to remain familiar with said standards and regulations and maintain their enforcement.

**\*\*\*NOTICE REGARDING SUBCONTRACTORS\*\*\*** Per Oregon statutes (ORS 279C.370), a list of first-tier subcontractors and their proposed work amounts MUST BE SUBMITTED SEPARATELY FROM THE PROPOSAL (on form provided) to the contracting agency within two (2) HOURS of the bid closing.

**SPECIFICATION  
BLAND RESERVOIR  
0.5 MG STEEL PLATE  
RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES**

Section 1. SCOPE This specification covers preparation of surfaces, performance and completion of recoating of all interior and exterior surfaces; for inside surfaces, all existing coatings shall be removed and the surfaces cleaned to SSPC SP10. Scope also includes installation of a new cathodic protection system complete.

Section 2. REFERENCES

- a) American Water Works Association (AWWA) standard ANSI/AWWA D102-97; Coating steel water-storage tanks.
- b) AWWA standard ANSI/AWWA D104-01; automatically controlled, impressed-current cathodic protection for the interior of steel water tanks.

Section 3. DEFINITIONS Per references a and b.

Section 4. REQUIREMENTS

COATING SYSTEM

Sec 4.1 *Data to be furnished by the Contractor*

- 4.1.1 Coatings manufacturer
- 4.1.2 Application method
- 4.1.3 Materials
- 4.1.4 MSDS

Sec 4.2 *Outside Coating System*

Power wash the exterior of the reservoir using a minimum 2,000 – 3,000 psi power washers with oscillating tips to remove any surface contamination and loose flaking paint. Spot repair any areas of corrosion to an SSPC-SP3 power tool clean and spot prime those areas with a polyamide epoxy. Intermediate and top coats shall be Outside Coating System No. 5, sect 4.2.6 of ref a.

Sec 4.3 *Inside Coating System*

Inside Coating System No. 1 shall be used per sect 4.3.2 of ref a. Coating manufacturer shall submit certified documentation that interior coating has been certified with the National Standard Foundation (NSF) No. 61.

Sec 4.4 *Coating Materials*

Coating materials shall be as specified per sec 4.2 and 4.3 of ref a. Labeling and product information shall be as specified in section 4.4 of ref a.

## *Sec 4.5 Surface Preparation*

4.5.1 The manufacturer's instructions should be followed regarding surface preparation except that the degree of cleaning shall not be less than that required by ref a (paragraph 4.5.2.2 for outside surfaces and 4.5.3.2 for inside surfaces). Contractor will be responsible for the proper disposal of sediment from tank interior.

## *Sec 4.6 Application*

Application shall be used per sect 4.6 of ref a.

## *Sec 4.7 Safety Precautions*

The safety precautions specified by ref a (sec 4.7) shall be adhered to.

## GENERAL INFORMATION

Vary color of intermediate coats sufficiently to differentiate each coat from the previous or following coat. Finished color of inside vinyl shall be white. Finished outside color shall be determined prior to contract award after consultation with contractor.

Perform all work in accordance with manufacturer's instructions, these Specifications, and in a safe and workmanlike manner. Observe all safety precautions stated in the manufacturer's instructions.

Number of paint coats indicated are the minimum number allowable. Refer to minimum Dry Film Thickness (DFT) specified. Apply additional coats if necessary to obtain specified DFT.

Do not work when weather conditions are unfavorable, unless work is well protected from such conditions and specific approval of Engineer has been obtained.

Maintain equipment in good working order. Equipment shall be comparable to that described in printed instructions of the coating manufacturer. Clean equipment before and after each use with appropriate cleaning solutions as recommended by coating manufacturer.

Observe minimum between-coat drying times as stated in coating manufacturer's instructions; thin coatings only if necessary for workability.

Forced air ventilation will be required during interior painting and paint curing. Follow manufacturer's instructions and recommendations. Forced air-drying and/or heat curing will be required after the final interior coat has been applied, in accordance with methods and for the time recommended by the coating manufacturer. Allow a minimum of seven (7) days curing after application of final coat to tank interior before flushing, sterilizing or filling with water. Upon completion, contractor shall thoroughly chlorinate the tank interior to sterilize it per Oregon State Health Division, ORS Chapter 333. Disposal of chlorinated water shall be provided by Owner.

Leave all staging up until the Engineer has inspected and given approval of the coatings. Staging removed prior to coating approval shall be replaced. Note: a painter's trolley ring is installed in the tank.

All phases of the work shall be available to observation by a representative of the coating manufacturer.

Place all cloths and cotton waste which might constitute a fire hazard in closed metal containers, or destroy, at the end of each day. Upon completion of the work, remove all staging, scaffolding, and containers from the site, or destroy, as approved by the Engineer. Remove paint spots, oil, or stain from adjacent surfaces and leave the entire job clean and acceptable to the Engineer.

## CATHODIC PROTECTION

### Sec 4.1 Design

The design parameters specified by ref b (sec 4.1) for the Type A system shall be followed. The cathodic protection design/install contractor shall provide all engineering services, materials, equipment, labor, and supervision to furnish an automatically controlled impressed current cathodic protection system to provide corrosion control for the interior submerged surface of the specified tank. All work furnished shall be in accordance with NACE RP0388-95 and ref b.

All materials in contact with the water or exposed to the interior of the tank shall be classified in accordance with ANSI/NSF 61 "Drinking Water Systems Components."

The final test and adjustment of the system shall be conducted approximately twelve (12) months after the start-up service.

In addition to the start-up service, "as-built" drawings and an Owner's Maintenance Manual which includes the energizing report shall be submitted to the Owner.

### Sec 4.2 System Components

The provisions of ref b (sec 4.2) shall be followed. Anode material shall be platinized titanium and the anode suspension system shall be Type C, vertical system, not subject to icing (sec 4.2.4.2). Note: hand holes shall be provided per ref b. Rectifier unit shall be installed in an adjacent pump station building where conduit runs are in place. Power to unit will be provided by owner.

### Sec 4.3 Installation

The general requirements of ref b (sec 4.3) shall be followed. After the system is installed and the tank is filled, the cathodic protection contractor shall demonstrate to the Owner that the cathodic protection system is operating properly, at which time the system shall be shut OFF, fuses pulled, anode lead wire disconnected from the rectifier positive terminal and secured. After the first anniversary coating inspection, and tank is refilled, the cathodic protection contractor shall provide start-up service which includes energizing, testing, and adjusting the system for optimum performance of the cathodic protection system. This start-up service shall be requested by the Owner and coordinated with the Owner and/or his representative. This re-energizing service shall be considered as a part of the original bid price.

All tank-to-water potential measurements shall be conducted with a calibrated portable copper-copper sulfate reference electrode and a portable high impedance voltmeter. A minimum of five (5) locations shall be measured. All test data shall be reviewed and evaluated by the corrosion specialist.

## Section 5. VERIFICATION

### COATING SYSTEM

#### Sec 5.1 Inspection and testing

Obtain approval of City Engineer or his designated representative for all surface preparation prior to any painting. Obtain approval of City Engineer or his designated representative for each coat prior to applying subsequent coats. Repair and recoat all runs, overspray, roughness, or any other signs of improper application in accordance with manufacturer's instructions and as approved by the City Engineer or his designated representative.

Measurement of the coating thicknesses shall be by an Elcometer or Mikrotek thickness gauge. The completed coating will be inspected for pinholes and holidays with a Tinker and Razor or other low-voltage (under 100 V.) holiday detector. Repair and recoat areas containing pinholes, holidays, or thin spots.

Leave all staging up until the City Engineer or his designated representative has inspected and given approval of the coatings. Staging removed prior to coating approval shall be replaced.

All phases of the work shall be available to observation by a representative of the coating manufacturer.

The requirements for inspection and testing specified by ref a (sec 5.1) shall be followed.

#### Sec 5.2 First Anniversary Inspection

The inside and outside surfaces of the tank shall be inspected approximately one year after coating work has been completed per ref a (sec 5.2).

### CATHODIC PROTECTION

#### Sec 5.1 Inspection and Handling

The design parameters specified by ref b (sec 5.1) shall be followed.

#### Sec 5.2 Testing

Testing shall be as specified by ref b (sec 5.2).

**CITY OF WEST LINN**  
**BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES**

**PW0901**

***CONTRACT AGREEMENT***

This agreement is between the City of West Linn, Oregon, a municipal corporation ("Owner") and \_\_\_\_\_ ("Contractor").

1. The Contractor was awarded the bid for the BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES Project (the "Project") by Owner after a public bidding process in compliance with ORS Chapters 279A, 279B, and 279C.

2. In addition to this Agreement, the full contract between the Owner and Contractor includes the Proposal Documents for the Project, the Contract Documents for the Project, and the Standard Construction Documents for Capital Improvement Projects (collectively, the "Documents"), all of which are incorporated into this Agreement by this reference. The Documents and this Agreement shall be referred to collectively as the "Contract". In the event of an inconsistency, provisions in this Agreement shall prevail over any provision in the Documents, and the provisions in the Contract Documents for the Project shall prevail over the Proposal Documents and the Standard Construction Documents. Before submitting a bid, Contractor made a careful examination of the Documents and became fully informed as to the quality and quantity of materials and the character of the work required and has made a careful examination of the location and conditions of the work and the sources of supply for materials. Owner is not responsible for any loss or unanticipated costs that may be suffered by Contractor as a result of Contractor's failure to acquire full information as to all conditions pertaining to the work to be performed. No oral agreements or representations have been made or relied on in connection with this Contract.

3. Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the completion of the Project, in strict compliance with the Contract.

4. Owner shall pay Contractor the amount of \$\_\_\_\_\_ as full payment for Contractor's performance of the Contract, in accordance with the provisions, including the progress payment provisions, of the Documents.

5. Work on the project shall be completed prior to May 1st, 2009. In the event that the work is not completed on time, Contractor agrees to pay Owner liquidated damages as provided in the Proposal Documents. Contractor agrees that the liquidated damage amounts set out in the Proposal Documents are reasonable estimates of the damages resulting from delay of this Project and that it would be difficult or impractical to accurately calculate actual damages.

6. Contractor agrees to contractually bind every subcontractor to the terms set forth in this Agreement and the Documents.

7. Each worker in each trade or occupation employed in the performance of this Agreement by Contractor or any subcontractor shall be paid not less than the applicable prevailing rate of wages. Contractor shall comply fully with the provisions of ORS 279C.800 to 279C.870

8. 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 laborer shall be paid at least time and a half (1.5 times base pay) for all time in excess of 8 hours a day or 40 hours a week in any week when the work week is five consecutive days, for all time

in excess of 10 hours a day or 40 hours a week in any week when the work week is four consecutive days, and for all Saturdays and legal holidays specified in ORS 279B.020.

9. All work shall be done under the general supervision of the City Engineer, or his designee, who shall have the authority to inspect all work on the project at any time. The City Engineer, or his designee, shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications, and all questions concerning the acceptable fulfillment of the Contract by Contractor.

10. Contractor is an independent contractor and is not an officer, employee or agent of Owner as those terms are used in ORS 30.265. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, workers' compensation or the Public Employee's Retirement System.

11. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required licenses and certificates required by law.

12. This Agreement shall inure to the benefit of and be binding on Owner and Contractor and their partners, successors, assigns and legal representatives. Neither Owner nor Contractor may assign, sell, or transfer any interest or obligation under the Contract without the express written consent of the other party. No written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract. Contractor shall remain liable as between the original parties as if no assignment had occurred. Contractor is responsible for the actions of all its personnel, laborers, suppliers, and subcontractors on the Project.

13. All disputes relating to or arising from this contract, the works to be performed under this Contract, or the negotiations leading to this contract shall be submitted to binding arbitration by a single arbitrator, using the rules of the Arbitration Service of Portland or similar rules. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs at arbitration, at trial, and on appeal.

14. If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the provision held to be invalid.

15. The Contract shall be effective when executed by both parties.

16. Each person signing below represents that he or she has the authority to sign this agreement and to fully bind the principal.

OWNER: CITY OF WEST LINN, AN OREGON MUNICIPALITY

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

CONTRACTOR: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Tax I.D. : \_\_\_\_\_