

Bid Documents

for the

BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project #PW0901

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

BIDS DUE: 2:00 PM, Tuesday, September 1, 2009; West Linn City Hall, 22500 Salamo Road, Mail Stop #800, West Linn Oregon 97068.

BID OPENING: 4:00 PM, Tuesday, September 1, 2009; West Linn City Hall, 22500 Salamo Road, West Linn Oregon 97068.

CITY OF WEST LINN

**Public Works
Engineering Division**

22500 Salamo Road
West Linn, Oregon 97068
503 722-5501 FAX 503 656-4106

PROJECT DOCUMENTS

for the

BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project #PW0901

CITY OF WEST LINN, CLACKAMAS COUNTY, OREGON

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	Patti Galle
Council President	Jody Carson
Councilor	Teri Cummings
Councilor	Scott Burgess
Councilor	John Kovash
City Manager	Chris Jordan
Public Works Director	Gene Green

CITY OF WEST LINN

BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project # PW0901

IN WEST LINN, CLACKAMAS COUNTY, OREGON

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BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project # PW0901

IN WEST LINN, CLACKAMAS COUNTY, OREGON

CITY OF WEST LINN, OREGON

Sealed bids for the Bland Reservoir Recoating, Cathodic Protection and Minor Appurtenances project, Project #PW0901 in the City of West Linn, Clackamas County, Oregon, will be received by Pat Rich, Engineering Administrative Assistant at City Hall, 22500 Salamo Road, West Linn, Oregon, 97068 (Telephone (503) 722-5501, Fax (503) 656-4106) until 2:00 PM, Tuesday, September 1, 2009. Bids received after 2:00 PM will not be considered. First Tier Subcontractors Disclosure forms shall be submitted not later than 4:00 PM, Tuesday, September 1, 2009. Bids shall be publicly opened and read at 4:00 PM Tuesday, September 1, 2009. Bids shall be clearly marked "**Project #PW0901**".

The project is a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act, 41 U.S.C. 3141 to 3148.

Work generally consists 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. The contract work must be completed not later than April 15, 2010. However, once work is commenced on site, all work must be completed and accepted within forty-five (45) days from commencement of the work on-site. The approximate budget range for this project is \$150,000 - \$200,000. A mandatory pre-bid site visit will be held August 20, 2009; proposals submitted by contractors not attending the mandatory pre-bid site visit will not be considered. Alternatives, if any, will be decided based on the available funds and the lowest bidders.

The project plans, specifications and proposed contract provisions may be reviewed at no cost through the City of West Linn's website at <http://westlinnoregon.gov/rfps> or obtained through the City of West Linn Engineering Division located at 22500 Salamo Road, West Linn, Oregon at a cost of \$25.00 per set, plus \$5.00 additional cost if mailed. If you wish to receive any possible future addenda for this project, please email prich@westlinnoregon.gov with your name, address, phone, fax, and email address or call (503) 722-5501 to be placed on the plan holders list.

Bidders for this project must be pre-qualified by completing a pre-qualification application provided with the bid documents. The City shall consider no bid unless the bidder is registered with the Construction Contractor Board and the bidder has complied with all prescribed public-bidding procedures and requirements, bids not in compliance will be rejected. The City of West Linn reserves the right to reject any or all bids, to postpone the award for 60 days, to delete certain items from the proposal, and to award the contract to the lowest responsive, responsible bidder.

Dated this August 4, 2009

Jim Whynot
Project Manager

Publication Date

Daily Journal of Commerce: August 10, 2009

BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project #PW0901

CITY OF WEST LINN, OREGON

PROJECT INFORMATION

PROJECT QUESTIONS

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

Jim Whynot
City of West Linn, Engineering Division
22500 Salamo Road, West Linn OR 97068
Phone (503) 742-8615 FAX (503) 657-3237
E-mail: jwhynot@westlinnoregon.gov

GENERAL DESCRIPTION

The Work generally consists of the following items:

1. Interior and exterior surface preparation and recoating of the 500,000 gallon Bland water reservoir
2. Installation of a new cathodic protection system

In accomplishment of this scope, performance of additional and incidental work as called for by the specifications and plans or to be determined on site will be required and be included in the quoted bid and shall be paid based on the unit prices quoted in the bid of the successful bidder.

It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

This is a Fixed Price Lump Sum type contract.

PRE-BID CONFERENCE A **mandatory** pre-bid conference will be held on August 20, 2009, at 9:00 a.m. on-site at the Bland Reservoir located at 23120 Bland Circle, West Linn, OR. No statement made by City's agents at such meeting not otherwise provided herein shall be binding on City unless confirmed by written addendum.

TIME OF COMPLETION The time of completion of the work to be performed under this contract is as follows:

The contract work must be completed not later than April 15, 2010. However, once work is commenced on site, all work must be completed and accepted within forty-five (45) days from commencement of the work on-site.

Delays and extensions of the time may be allowed in accordance with section 108.06 of the City of West Linn Standard Construction Specifications.

LIQUIDATED DAMAGES The Contractor agrees that the "Time of Completion" is defined in the Bid Documents and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amount of those damages will be difficult to ascertain. Contractor and City agree that a reasonable amount of damages for late completion is **\$500.00 (Five hundred dollars)** per day for the first 7 calendar days starting the first day following the current contract completion

date. Damages for late completion shall increase to **\$1,000 (One Thousand Dollars)** per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. Contractor agrees to pay these sums as damages and agrees that they are not imposed as a penalty.

BID SECURITY Bids 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 **ten percent (10%)** of the total amount of the bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed performance bond in the full amount of the contract price within the time specified.

PRE-QUALIFICATION OF BIDDERS Pre-qualification is required for this project. Bidders who are not pre-qualified (as stated above) will not be considered. Pre-qualification must include local successful experience with reservoir coating projects within the last three years.

Successful bidder must also have either a City of West Linn Business License or a current Metro License and must comply with ORS 279C.505(2) relating to employee drug-testing program (refer to Section 11 of contract). Bidder shall also identify whether it is a resident Bidder as defined in ORS 279A.120.

Bidders shall comply with the provisions of ORS 279C.800 to 279C.870 or the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), as applicable. No bid will be considered by the City unless the bid contains a statement by the bidder guaranteeing compliance with ORS 279C.838 or 279C.840 or 40 U.S.C. 3141, et seq. The Prevailing Wage Rates are available on the Bureau of Labor and Industries' (BOLI) website at http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml for downloading.

Bidder shall also certify in its bid that it has not and will not discriminate against any minority, women, or emerging small business enterprise in obtaining any required subcontract for this project.

RECORD OF EXPERIENCE BY THE PRIME CONTRACTOR At the time of submission of bids, all bidders must provide and certify information that clearly demonstrates a 3-year period of expanding experience. Said experience must be with products similar to that specified in this contract. Experience must include projects of a similar size and scope of work and be within the local geographic area (within 200 miles). Information shall be provided on form provided in the bid packet and include project name, description of work, cost, location, point of contact, and telephone number. The City of West Linn reserves the right to reject bids that do not contain and confirm the required experience information.

CONTRACT DOCUMENTS The Contract Documents pertaining to this work consists of the material bound and attached herewith. Contract amount will be determined based on the available funds, selected alternatives, if applicable, and the lowest responsive bid. These Contract Documents are intended to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Contract Documents should request of the Project Manager, 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 published, as shall be all other addenda, on City's Web site. Addenda may be downloaded off the City's Web site. Bidders should frequently check the City's Web site until closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. City will not be responsible for any other explanation or interpretation of said Documents.

CONSTRUCTION STANDARDS APPLICABLE The West Linn Public Works Design and Construction Standards and Standard Construction Specifications and AWWA standard construction practices in their entirety are hereby incorporated by reference. If there is a conflict, the more restrictive requirement shall prevail.

WORK PERFORMED BY THE PRIME CONTRACTOR At the time of submission of bids, all bidders must identify and certify their company will accomplish a minimum of 50% of on-site construction involving both labor and materials. The City of West Linn reserves the right to reject bids that do not clearly and accurately identify the minimum of on-site work to be performed by the contractor.

SUPERVISION OF WORK BY THE PRIME CONTRACTOR. Only an experienced, full-time employee of the prime contractor will supervise the work on behalf of the prime contractor. Said supervisor must have a demonstrated supervisory role of a minimum of three (3) years and be employed by the prime contractor for a minimum of twelve (12) months prior to the award of the contract.

CONTRACTING LICENSE REQUIREMENT The bidder must be registered with the Oregon Construction Contractors Board. Each bid must contain the license number of the bidder.

PREPARATION OF BID The bid for the work contemplated is to be submitted on the form prescribed in the bid herein. All blank spaces on the bid 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 bid 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, may be rejected by the City of West Linn.

Bids made by corporations or partnerships shall contain names and addresses of the principal officers or partners.

SUBMISSION OF BIDS All bids must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Bids must be made on the prescribed bid forms attached herewith, and submitted intact with the bid documents. Late bids will not be considered. Faxed or e-mailed bids will not be considered.

FIRST TIER SUBCONTRACTOR DISCLOSURE If a bid for the project is greater than \$100,000, within two working hours of the date and time the bids are due, the Bidder must submit a written disclosure of the names, addresses, Construction Contractor's Board Number, if applicable, and amount of subcontract for all first-tier subcontractors furnishing labor or labor and materials whose subcontracts are equal to or greater in value than 5% of the total project bid or \$15,000, whichever is greater, and the describe the Work that each Subcontractor will perform.

WITHDRAWAL OF BID Any bid may be withdrawn prior to the scheduled date and time for the opening of bids either by telegraph, telephone, written request, or in person. No bid may be withdrawn after the time scheduled for opening of bids unless the time specified for awarding bids has elapsed.

The City 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 performance bond within the specified time, the next lowest bid may be accepted at the City'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 evaluation of bids; bid security of the three lowest bidders will be returned within three (3) days 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. Pursuant to ORS 279C.525, the City hereby alerts the bidders to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract by directing bidders to refer to the Commentary on page 55 of City of West Linn Resolution No. 05-03, where a list of such federal, state and local agencies is set forth.

AWARD OR REJECTION The contract will be awarded to the lowest responsive, responsible bidder complying with the bid specifications. Should the City have sufficient funding and desire alternates, the contract will be awarded the alternates selected by the City in the City's discretion.

As required by ORS 279A.120, the City shall add a percent increase to each out-of-state bidders bid price equal to the percent of preference given to local bidder's in the bidder's home state. The City reserves the right to reject any or all bids or to waive any formality, informality, irregularity, or technicality in any bid. No bidder may withdraw his bid for a period of ninety (90) days after the date of opening thereof. The acceptance of a bid will be by notice in writing, mailed or delivered to the office designated in the Bid. The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding by the City that it is in the public interest to do so.

ADDENDA Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract. Addenda will be handled as follows: City will not mail notice of Addenda, but will publish notice of any Addenda on City's Web site. Addenda may be downloaded off the City's Web site. Bidders should frequently check the City's Web site until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

EXECUTION OF CONTRACT The contract is executed upon signature of the contract document by both the City Manager and the Contractor's representative authorized to sign the contract.

PERFORMANCE, PAYMENT AND PUBLIC WORKS BOND The successful bidder shall file with the City performance and payment bonds in the full amount of the contract price of the contract within five (5) working days of notification of award of the contract by the City. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City 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 which it covers. Prior to commencing work, Contractor shall also furnish proof of filing of a public works bond in the form and amount specified in ORS 279C.836, with the Construction Contractor's Board.

FAILURE TO FURNISH BOND Should the successful bidder fail or refuse to execute the contract and furnish the performance and payment bonds, then the bid security deposited by said bidder shall be retained as liquidated damages by the City. It is agreed that this said sum is a fair estimate of the amount of damages the City will sustain in case the bidder fails to comply as provided herein and is not a penalty. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

RESPONSIBILITY OF PUBLIC AGENCY (CITY OF WEST LINN) Advertise and accept bids for the project, award, administrate the contract and inspect the project for compliance with contract plans and specifications, and provide payment as provided for in this contract.

CHANGES City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt from the Authorized Representative of City by Contractor of the notification of change, or the claim shall be deemed waived by contractor. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a written Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. Nothing contained in this section or any claim by the Contractor shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract.

CONTRACTOR'S RESPONSIBILITY The Contractor shall complete the work as represented in these plans and specifications, and as modified by change order or written direction of the City. It is understood that the plans, specifications, and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing 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.

PAYMENTS The City will make monthly payments as specified in the General Conditions, and as may be agreed by Contractor and Engineer. Progress payments may be submitted monthly to the City project manager. Projects lasting less than thirty (30) days in duration will not receive progress payments. If the City is notified that payment has not been made for labor or materials invoiced to the City, the City may withhold monies from payment to the Contractor in a sum sufficient to pay for such labor or materials. With the final contract payment request, the contractor must include a statement certifying that all persons/subcontractors/suppliers supplying labor and material, which costs are included with the current payment request, have been paid in full. Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services.

FINAL PAYMENT: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 3 working days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

Upon acceptance by the City, the entire balance due to the Contractor, including the retained percentage, shall be paid to the Contractor, by the City within 30 days after the date of said final acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within three (3) working days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the three (3) working day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

“AS BUILT” PLANS The Contractor shall maintain a set of “as built” plans noting the actual work performed, including dimensions, depths, thickness, materials, and other pertinent information marked in red ink on a clean set of project plans. The contractor shall include detailed drawings and changes as necessary to supplement the plan information. The contractor shall record in the as built plans the depth, location, type of pipe, and other information about other utilities or facilities encountered while constructing this project. The contractor shall note the products, and manufacturers (where possible) of installed materials.

WATER SUPPLY The City of West Linn is the purveyor of water in this area. A locked water supply hydrant is available to contractors at 2042 8th Avenue in West Linn. Contact the City of West Linn, telephone 503-656-4261, to set up an account for this water source. Contractor shall comply with the instructions for use of City Water. Costs for handling the water shall be considered incidental to this contract.

PROJECT WORK AREA CLEANLINESS It is understood that the cleaning of the work areas is required at the end of each working day and after project completion is considered incidental and that no additional compensation will be paid individually for this work. Pavement areas will be swept clean and all construction debris will be disposed of in a way approved by the Project Engineer.

BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES

Project #PW0901

CITY OF WEST LINN, OREGON

SPECIAL SPECIFICATIONS

GENERAL INFORMATION

These special specifications and provisions are for the work as described herein in conjunction with the associated project plans and other related documents. The construction drawings are to be considered a part of these specifications bound herein. It is understood that these improvements are intended to become the property of the City of West Linn upon completion and acceptance by the City Engineer.

Contact the following organizations before excavating in any area:

<u>Name of Utility</u>	<u>Telephone No.</u>	<u>Utility Lines</u>
Utility Notification Center	800 332-2344	Water, Sanitary Sewer, Stormwater, Electric, Gas, Cable TV, Telephone, and others

The contractor shall be responsible for repairing all damage to identified utility lines located within the construction limits. The City of West Linn holds no liability for the locations of sanitary sewer lateral service lines.

Construction of the facilities shown in the plans and specifications for this project shall be in conformance with established good construction practices, any permit conditions, the Oregon Standard Specifications for Construction, the City of West Linn Public Works Design and Construction Standards, the current versions of the Uniform Building Code, Uniform Plumbing Code, Oregon State Plumbing Specialty Code, Oregon State Health Division Rules and Standards, Oregon State Department of Environmental Quality Rules and Standards, and product manufacturers' recommended procedures. Where any of these rules or standards is in conflict with one another, the City Engineer shall determine which rules or standards shall govern.

Payment for work shall be as set forth in the bidder's bid and shall include, but is not limited to, providing all materials, labor, and equipment necessary to perform the work listed herein. Work listed in each item shall be performed in accordance with the appropriate sections of the standard specifications, special specifications, standard details, and construction plans, except as modified herein.

PRE-CONSTRUCTION CONFERENCE Pre-construction conference is required prior to start of this project. Traffic control plans and construction schedule shall be submitted to the City at least five (5) working days prior to pre-construction conference for approval.

CONTRACTOR'S NOTIFICATION RESPONSIBILITY PRIOR TO BEGINNING WORK It is the contractor's responsibility to notify the City's Project Manager ten (10) working days prior to beginning work on any portion of this project. It is also understood that it is the contractor's responsibility to notify residents within the project vicinity at least five (5) working days prior to beginning work. Traffic control plan, if required, shall be submitted and approved three (3) weeks prior to beginning work with all the required signs to be installed at least two (2) weeks prior to beginning work.

Approval of the extent and duration of all temporary street closures by the City Engineer is required prior to any such closure.

LIMIT ON WORKING HOURS: Working hours shall be limited as follows unless specifically authorized by the City Engineer:

Monday through Friday - 7:00 am to 7:00 pm,
Saturday – 9:00 am to 5:00 pm,
Sunday - no work is permitted

MATERIAL SUBMITTALS: The Contractor is responsible for submitting information to the City Project Manager for approval on all construction materials.

CORRECTION OBLIGATION PERIOD: The Contract will execute its work in strict accordance with the Contract Documents in a sound and workmanlike manner. Contractor warrants and guarantees its work against all defects and deficiencies in material and workmanship. The Contractor agrees to correct all defects appearing in the work or developing in the materials furnished for a period of **eighteen (18) months** after the date of final acceptance of the work by the City and further agrees to indemnify and save the City harmless from any costs encountered in correcting such defects and damage occurring as a result of the defects or deficiencies. Further, if defects are corrected during the correction obligation period, a new eighteen (18) month period for that portion of the work will commence upon acceptance of the corrected work by the City.

TIME LIMIT OF UNSETTLED DISPUTES: No action, suit or other legal proceedings shall be maintained by Contractor arising out of the contract or breach thereof or anything done in connection therewith, unless commenced within **eighteen (18) months** of the final acceptance of the project. All claims or causes of action by or of Contractor in any way resulting from this contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

COMPLIANCE WITH OREGON REVISED STATUTES: The contractor must comply with all of the Oregon Revised Statutes for Public Works contracts, which are incorporated herein by this reference. Contractor shall comply with all applicable provisions of ORS 279C.505, ORS 279C.510, ORS 279C.515, ORS 279C.520, and ORS 279C.530. The contractor is specifically reminded that Performance and Payment bonds in a form acceptable to the City are required.

PAYMENT OF MINIMUM WAGE RATE: The contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the project. 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.815 are hereby incorporated into these Specifications. The contractor shall obtain copies of applicable schedules of prevailing wage rates from the Bureau of Labor, 1400 Southwest Fifth Avenue, Room 514, Portland, Oregon 97201 or online at http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. 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 City's Project Manager.

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.

WORKERS' COMPENSATION INSURANCE AS REQUIRED BY ORS 656.017: 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 contractor compliance with this requirement shall be submitted and approved by the City prior to payment.

PERMITS: The Contractor shall obtain all permits and licenses, including a City business license (if required), and pay any fees connected therewith, having to do with his construction operations except those permits specifically stated to be obtained by the City. 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 (OSHA) and the standards and regulations issued thereunder. The contractor shall further agree to hold the City, its employees, agents, City Councilors, 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 or vendor to remain familiar with said standards and regulations and maintain their enforcement.

CONSTRUCTION SEQUENCING: Construction sequencing requirements for this contract is as follows:
The contractor shall propose a plan of work that is acceptable to the City Project Manager, and update the plan as necessary to remain current and responsive throughout the project.

EXISTING UNDERGROUND UTILITIES: There are existing underground utilities in the project area. There may be conflicts between existing utilities and the planned improvements. The City Project Manager and the contractor shall cooperate as necessary to make adjustments to successfully construct the project. Minor adjustments will be considered incidental to the project, and will be included under unit price items. Significant added costs will be covered under extra work or other payment method as may be agreed upon between the contractor and City Project Manager.

TRAFFIC CONTROL: The contractor is solely responsible for providing for public traffic safety during the construction work. A traffic plan shall be developed by the contractor and submitted to the City Engineer for approval prior to commencement of any work. The contractor shall maintain safe conditions for pedestrian and vehicular traffic.

BID BOND
Project #PW0901

KNOW ALL MEN BY THESE PRESENTS, that

_____ /
hereinafter called the Principal, and

_____ /
a Corporation duly organized under the Laws of the State of Oregon, having its principle place of Business at

_____ /
in the State of _____, and authorized to do business in the State of Oregon as Surety, are held and firmly bound unto the City of West Linn Engineering Department, hereinafter called the Engineering Department, in the penal sum of

_____ Dollars

(\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his Bid for the above noted project in the City of West Linn, Oregon, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the Engineering Department the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20_____

Principal

By: _____

Surety

By: _____

Attorney-in-Fact (A Certified Copy of the Agent's Power
of Attorney must be attached)

BID

BID CHECKLIST

Project #

NOTE: This checklist has been prepared as an aid to contractors in preparing and checking bids for completeness. However, it is not intended to incorporate all requirements of the bid documents. The contractor is responsible for familiarizing himself with the documents and completing all requirements for bidding.

BID

- ✘ Familiar with conditions of work and documents
- ✘ Bid amount entered in WORDS AND NUMBERS
- ✘ All bids, including Base Bid, Additive Accumulation Bids (if any) and Attachments shall be filled out.
- ✘ Base Bid and Additive Accumulation Bids (if any) shall be signed by authorized representative with Title shown
- ✘ All blank spaces filled in
- ✘ Copies of addenda attached and SIGNED (if any)
- ✘ Registered with Construction Contractors Board, and license number noted
- ✘ Resident Bidder statement completed
- ✘ Written clarification MAY be attached
- ✘ Certified check or bid bond in the amount of 10% of Base Bid Total bid
- ✘ Contract Agreement signed and enclosed.
- ✘ Bid SEALED and SIGNED.
- ✘ Pre-qualification submitted with or prior to bid submission

PROJECT NOTES:

Workers Comp Insurance

Prevailing Wage Rate

QUESTIONS?

Contact: Jim Whynot

BIDS DUE: 2:00PM , Tuesday, September 1, 2009.
City Hall, 22500 Salamo Road, West Linn, OR 97068

PROJECT BIDS

RECYCLED MATERIALS

Following is a list of the bid items in which recycled materials is to be used by the Contractor along with the percentage of recycled materials contained within the finished product:

RESIDENT BIDDER STATUS

Is the Bidder a resident bidder, as defined in ORS 279A.120 _____.

If not, list the state of residence of the bidder: _____.

CONTRACTOR'S LICENSE NUMBER

List Contractor's License Number: _____

Tax I.D. : _____

BONDING INFORMATION

If the Bidder is awarded a construction Contract on this Bid, the Surety that will provide the Performance and Payment Bonds is:

_____ whose address is:

The name of the Bidder who is submitting this Bid is:

_____ doing business at:

which is the address where the contract and all communications concerned with this bid shall be sent.

THREE YEAR EXPERIENCE RECORD

Recent projects first

#1 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#2 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

#3 (Project Name, Location, Contract Cost)

Project description: _____

Project completion date: (contract) _____ (actual) _____

Contact name: _____

Telephone: _____

Attach additional sheets if needed.

ATTACHMENTS

INSURANCE REQUIREMENTS

Project Name: _____

The contractor should have the following insurance per Section 107.06 of the West Linn Public Works Standard Construction Specifications reproduced below:

107.06 INSURANCE

A. General

1. The Contractor shall provide and maintain during the life of this Contract the insurance coverage designated hereafter. All costs for such insurance shall be born by the Contractor and shall be included in the contract price.

2. Prior to execution by the City and before commencing work under this Contract, Contractor shall furnish the City Engineer with certificates of insurance specified herein showing the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates, description of operations covered, and containing substantially the following cancellation provision:

"The insurance covered by this certificate will not be canceled or materially reduced, except after 30 days written notice has been received by the City."

3. In case of the breach of any provision of this Article, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. Review and Approval of Insurance

The Contractor shall not commence work under this Contract nor allow any subcontractor to commence work on a subcontract until [it] the Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Attorney. All policies or insurance and certificates of insurance shall be satisfactory to the City. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

C. Workers' Compensation, the Federal Longshoremens' and Harborworkers' Act and the Federal Jones Act

1. The Contractor shall provide and shall require all subcontractors to provide workers' compensation coverage for all persons employed under this Contract including the Contractors' partners and any individual regardless of relation to the Contractor's partners and any individual regardless of relation to the Contractor or to the partners who provide work under this Contract. The Contractor shall be required to assure that subject workers will receive the compensation for compensable injuries provided in ORS Chapter 656 either by:

- a. a carrier-insured employer; or
- b. a self-insured employer as provided by ORS 656.407.

In addition to the statutory benefits outlined above, the Contractor and all subcontractors shall provide employers' liability insurance with limits of not less than:

\$100,000 each accident for bodily injury by accident
\$100,000 each employee for bodily injury for disease
\$500,000 policy limit for bodily injury by disease

2. Evidence of such coverage, including the guarantee or warranty period, shall be filed with the City and maintained for the duration of the Contract.

3. The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

4. Where work under this Contract is subject to the Federal Longshoremens' and Harborworkers' Act or the Federal Jones Act, the Contractor shall provide coverage for such exposure.

D. General Liability and Automobile Liability

1. The Contractor shall provide a general liability policy that provides coverage for bodily injury including personal injury and property damage liability insurance and automobile liability insurance. Such insurance must protect the Contractor, the City, and their officers and employees from all things or damage which may arise out of this Contract or in connection therewith, including all operations of Subcontractors. Such insurance shall provide coverage for not less than the amounts for which public bodies are responsible as set forth in Oregon Revised Statutes Chapter 30, Tort Actions against Public Bodies, but in no event less than the following limits of liability:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 product and completed operations aggregate
\$1,000,000 personal and advertising injury
\$1,000,000 combined single limit automobile liability for owned, non-owned, and hired automobiles.

The policy shall contain an endorsement that the aggregate applies separately to this Contract.

The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. Unless excluded by Special Specification, the general liability policy shall include, without deductible, coverage for premises operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors. Such insurance shall be maintained until the expiration of the guaranty period required by the Contract. Failure to maintain liability insurance as provided above shall, at City's option, be cause for immediate termination of the Contract.

2. The Contractor shall provide a letter from the insurance company which states that such insurance shall be without prejudice to coverage otherwise existing.

3. The City of West Linn, its officers, agents, and employees, shall be named additional insureds in the Contractor's General Liability Insurance policy by attaching ISO Endorsement number CG 20 09 11 85 ADDITIONAL INSURED - Owners, Lessees, or Contractors (Form A) or its equivalent.

The policy shall also provide for a Cross Liability Endorsement or Separation of Insureds Endorsement.

The policy shall be endorsed to provide an AMENDMENT - AGGREGATE LIMITS OF INSURANCE (per project) specifying that a separate aggregate limit of liability applies to this Contract.

If there are insufficient insurance proceeds and assets of the Contractor to fully indemnify the City of West Linn, its officers, employees, agents, and the City Engineer, then the City, its officers, employees, and agents would be indemnified first with any remaining insurance proceeds and assets to be used to indemnify the City Engineer.

4. If set forth in the Special Specifications, additional insureds may be the City's consultant, engineer, other governmental bodies with jurisdiction in the area involved in the project, and their officers and employees and such agents as may be specified.

E. Claims on Project

1. The Contractor, when notified of a claim by an affected party shall:

- a. Refer claim to the Contractor's insurance carrier or claims administrator.
- b. Contractor's insurer will copy City on acknowledgment of claim.
- c. Contractor's insurer will copy City on notice to claimant of disposition of claim.

F. Builders Risk Insurance

During construction, Contractor shall obtain and maintain for the benefit of the parties to the Contract as their interest may appear, all-risk Builder's Risk insurance to the extent of 100 percent of the value of the project. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site. Such insurance shall be endorsed to require thirty days' written notice to the City prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the City before commencing work and shall be subject to review and approval by the City. The City may temporarily waive delivery of the copy of the policy. In the event Contractor fails to maintain such insurance, the City may arrange therefore; and any premium incurred shall be to the account of Contractor.

TECHNICAL SPECIFICATIONS

**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 mounted in the box in the current location of the side of the tank.

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 Mikrotest 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).

