

**CITY OF WEST LINN  
ADDENDUM NO. 3  
TO THE BID DOCUMENTS FOR  
BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES  
PROJECT PW0901 - FOR THE CITY OF WEST LINN**

This Addendum No. 1 is canceled and does not need to be acknowledged. Addendum No. 3 is hereby made a part of the contract documents to the same extent as though it were originally included therein. The change added is the signature block included below on this sheet.

Engineering Department  
City of West Linn, OR  
22500 Salamo Road #800  
West Linn, OR 97068  
503-722-5514, FAX 503-656-4106

Issued: August 24, 2009  
Issued by: Dennis Wright, PE

**Item no. 1 – Replacement Table of Contents**

**Item no. 2 – Bid Sheet**

**Item no. 3 – Bid Addendum**

**Item no. 4 – Mandatory Pre-Bid Site Visit Form**

**Item no. 5 – Contract Agreement**

**Item no. 6 – First-Tier Subcontractor Disclosure Form**

ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDA (acknowledge with Bid):

\_\_\_\_\_  
Signature of Bidder

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

\_\_\_\_\_  
Title

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**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 No. PW0901**

***Bid to accomplish all work per plans and specifications: \$*** \_\_\_\_\_

In words \_\_\_\_\_

**BID ATTACHMENT**

The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is agreed that if the Bidder is awarded the Contract for the work described herein and fails or refuses to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) calendar days after receipt of notification of acceptance of the Proposal, then, in that event, the bid security in an amount not to exceed ten percent (10%) of the bid, or

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DOLLARS

(\$\_\_\_\_\_), deposited herewith according to the conditions of the Advertisement for Bids and Information for Bidders, shall be retained by the Owner, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

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

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whose address is:

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

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doing business at:

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

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

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

**Project No. PW0901**

**Mandatory Pre-bid Site Visit**

By signing this form, bidder acknowledges that he attended pre-bid project site and that the bidder is fully aware of the site conditions before developing a bid proposal for this project.

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Firm Name

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Firm Representative

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Date

## CONTRACT FOR CONSTRUCTION SERVICES

1. This Agreement is entered into by and between the City of West Linn, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "Contractor", to provide the services described in the attached Exhibit "A", for the BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES PROJECT# PW0901, hereinafter referred to as "Project", which by this reference is made part of this contract.

The following provisions shall comprise this contract:

2. In addition to this Agreement, the entire Contract between the City and Contractor includes the Bid Documents for the Project, the Contract Documents for the Project, the Proposal Response, the West Linn Public Works Design and Construction Standards and Standard Construction Specifications and the 2008 edition of the Oregon Department of Transportation Standard Specifications (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 Bid Documents and the Standard Construction Specifications – West Linn. 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. City 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. City agrees to compensate Contractor on a fee-for-services basis as outlined in the Proposal Response, a copy of which is attached hereto and labeled Exhibit "B". This agreement covers the period beginning \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_, inclusive. All work on the project shall be completed within \_\_\_\_\_ days of the date of the Field Mobilization as defined in the Standard Construction Specifications – West Linn and \_\_\_\_\_ days of the Written Notice to Proceed. In the event that the work is not completed on time, Contractor agrees to pay City liquidated damages as provided in Section 108.85 of the Standard Construction Specifications – West Linn. Contractor further agrees that the liquidated damage amounts set out in the Standard Construction Specifications – West Linn 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. Contractor agrees that liquidated damages shall not be assessed as a penalty.

5. Contractor agrees to contractually bind every subcontractor to the terms set forth in this Agreement and the Documents as set forth in Section 2, above.

6. Contractor shall file with the City both performance and payment bonds in the full amount of the contract price at the time of execution of the contract. 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. Contractor shall also have on file with the Construction Contractor's Board a public works bond in the amount of \$30,000, as required by ORS 279C.836.

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 specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Contractor and all subcontractors shall comply fully with the applicable provisions of ORS 279C.800 to 279C.870.

8. Work shall be performed in accordance with a schedule prepared by Contractor and approved by the City. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. City shall pay each undisputed invoice and any undisputed portion of a disputed invoice within 15 days of receipt, but withhold retainage as provided in paragraph B of this section. The guaranteed maximum compensation authorized under this contract shall be

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A. Invoices from Contractor shall separate the total charges into three categories. One category shall be the amounts paid to subcontractors and suppliers. The second category shall be a portion of the scheduled management fee equivalent to the extent of the work performed. The third category shall be the amount of Contractor's directly supplied services. Contractor shall provide the following documentation with each invoice:

I. Copies of invoices from each subcontractor and supplier for which payment is sought.

II. Proof of payment of all invoices from subcontractors and suppliers from the previous month.

B. City may withhold 5 percent of each invoice as retainage to ensure completion of the contract. All amounts withheld as retainage shall be paid within 30 days of final acceptance by City of the work. For purposes of this section, the "work" includes completion of all construction and related activities. In the event that Contractor does not complete the work, City may apply any amounts retained towards completion of the work and shall not be obligated to make any additional payments.

C. In the event that the total amount of all invoices from Contractor to the City totals less than the Guaranteed Maximum Price, the total price of the contract shall

be the total amount of all invoices. Contractor, having guaranteed the maximum price, shall not submit invoices that total more than the guaranteed maximum price.

9. Contractor's responsibilities as Construction Manager/General Contractor include using value engineering and other construction management practices to reduce the overall cost to the City.

A. Any costs saved as a result of value engineering and other construction management practices shall be to the sole benefit of the City. Contractor's compensation as set forth in this agreement is in part based on Contractor's ability to reduce overall costs, and Contractor is not entitled to further compensation as a result of any cost savings.

B. On completion of construction, Contractor shall provide documentation to the City of amounts saved through value engineering and other construction management practices.

10. As required by ORS 279C.825, the City shall pay to the Commissioner of the Bureau of Labor and Industries a fee. The fee shall be delivered to the commissioner at the following address: Prevailing Wage Rate Unit, Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon Street #32, Portland, OR 97232.

11. 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 279C.540.

12. The Contract Administrator for the Project shall be \_\_\_\_\_.  
All work shall be done under the oversight of the Contract Administrator, who shall have the authority to inspect all work on the project at any time. The Contract Administrator 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.

13. Contractor is an independent Contractor and is not an officer, employee or agent of City 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.

14. 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. Contractor shall comply with all relevant provisions of

the ORS Chapters, and all applicable requirements of ORS 279C.505, ORS 279C.510, ORS 297C.515, ORS 279C.520, ORS 279C.530, and ORS 279C.800-279C.870.

15. This Agreement shall benefit and bind the City and Contractor and their partners, successors, assigns and legal representatives. Neither City 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.

16. Contractor agrees to furnish the City evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$1,000,000 general annual aggregate for personal injury and property damage for the protection of the City, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

17. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required worker's compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

18. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

19. The Contractor agrees to furnish the City evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the City, its officers, councilors, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

20. The Contractor agrees to furnish the City evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the City, its officers, councilors and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The City, at its option, may require a complete copy of the above policy.

21. The insurance, other than the professional liability insurance, shall include the City as an additional insured and refer to and support the Contractor's obligation to hold harmless the City, its officers, commissioners and employees. Such insurance shall provide sixty (60) days written notice to the City in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the City under this insurance. The insurance company will provide written notice to the City within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the City. Any insurance or self-insurance maintained by the City shall be excess and shall not contribute to it.

22. 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.

23. 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.

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

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

CITY OF WEST LINN, AN OREGON MUNICIPALITY

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

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

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

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

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

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

\_\_\_\_\_

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

Approved as to Form

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City Attorney

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**PROJECT NAME: BLAND RESERVOIR RECOATING, CATHODIC PROTECTION and MINOR APPURTENANCES, PROJECT, PW0901**

**BID #: \_\_\_\_\_ BID CLOSING: Date: September 1, 2009 Time: 2:00 PM**

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

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

| NAME     | DOLLAR VALUE | CATEGORY OF WORK |
|----------|--------------|------------------|
| 1) _____ | \$ _____     | _____            |
| 2) _____ | \$ _____     | _____            |
| 3) _____ | \$ _____     | _____            |
| 4) _____ | \$ _____     | _____            |

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

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_