

**ADDENDUM NO. 1**  
**CITY OF PENDLETON**  
**River Intake Pump - 2023**  
**Issued: September 12, 2023**

**Bid Opening Date: September 26, 2023 @ 11:00 am**

**TO ALL PLANHOLDERS:**

This Addendum provides the following revisions/additions/clarifications as follows:

**1. INVITATION TO BID, Page 1:**

- a. The estimated cost for materials and labor is **\$60,000**.
- b. All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect July 5, 2023, including any amendments, (see [www.oregon.gov/boli](http://www.oregon.gov/boli)), if applicable. When a bid exceeds **\$50,000**, the Contractor is required to pay prevailing wage rates for all work on-site and must provide certified payroll reports to City prior to payment. If the contract price exceeds **\$100,000**, all contractors and subcontractors must have on file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836.

**Replace the page referenced above included in the original bid documents with the attached.**

**2. QUESTION:** Should the motor be hollow shaft or solid shaft?

**ANSWER:** Hollow shaft is the direction the City wants to go with the upgrade provided a steady bearing ring for stabilizing is included.

**All bidders shall acknowledge receipt and acceptance of this Addendum by completing the spaces, signing where indicated below and submitting it with their Proposal. Bids submitted without signing for the Addendum may be considered informal.**

**CITY OF PENDLETON**



\_\_\_\_\_  
Bob Patterson, Public Works Director  
City of Pendleton  
500 SW Dorion Avenue  
Pendleton, OR 97801

**BIDDER'S ACKNOWLEDGMENT:**

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Bidder's Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

# CONTRACT DOCUMENT

## INVITATION TO BID

Sealed bids for pulling one of four river intake booster pumps at the River Intake Station and installing a new pump will be received by the City of Pendleton c/o Bob Patterson, Public Works Director, 500 SW Dorion Avenue, Pendleton, OR 97801 until 11:00 am local time on the **26th day of September 2023**, plainly marked "**River Intake Pump - 2023**". **Bids will also be accepted via email to: [tim.smith@ci.pendleton.or.us](mailto:tim.smith@ci.pendleton.or.us).**

A copy of the bid document may be obtained from the Public Works Director's office located at the same address as above or by calling (541) 966-0202. The document is also available online at <https://pendleton.or.us/rfps> or on the OregonBuys website at <https://oregonbuys.gov/bsv/view/login/login.xhtml>. **All work must be completed by December 1, 2023.**

**The estimated cost for materials and labor is \$60,000.** All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect July 5, 2023, including any amendments, (see [www.oregon.gov/boli](http://www.oregon.gov/boli)), if applicable. When a bid exceeds \$50,000, the Contractor is required to pay prevailing wage rates for all work on-site and must provide certified payroll reports to City prior to payment. If the contract price exceeds \$100,000, all contractors and subcontractors must have on file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836.

The Contractor and any sub-contractors must have a valid contractor's license with the Oregon Construction Contractors Board and must obtain a City of Pendleton Business License. The Contractor, its sub-contractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers.

Damage of existing structure - when the existing structure or facility, which is intended to remain, is damaged by the Contractor during repairs or construction, the Contractor shall promptly repair and replace the damaged portion of the facility at no cost to the City.

### Liability and Indemnity:

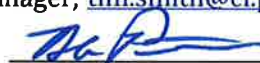
- a. Indemnification. Contractor shall indemnify and defend City from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any negligent activity of Contractor in the execution of this contract. City shall have no liability to Contractor for any injury, loss, or damage caused by Contractor or third parties.
- b. Public Liability and Property Damage Insurance. Before beginning execution of the Contract, Contractor shall maintain public liability insurance against death or injury to person, or damage to property, during the life of this Contract at Contractor's cost; said insurance shall be in such form so as to protect both Contractor and City from all claims expressed or implied as above provided, and in the following amounts:
  - 1) Public Liability Insurance not less than \$1,000,000 for injuries to any one person, including accidental death and not less than \$1,000,000 for any one accident.
  - 2) Property Damage Insurance not less than \$1,000,000 for any one accident.

The Contractor's Public Liability and Property Damage Insurance shall adequately provide the primary coverage on all claims arising out of the performance of the Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities. Such insurance shall protect Contractor against the claims on account of the obligations assumed by Contractor under this Contract and shall name City and its officers, agents and employees as additional insured. The above-mentioned proof shall be in the form of a copy of the policy and all appropriate riders with the City being named as a co-insured on all policies and provide for thirty (30) days written notice of any change or cancellation to City before Contractor begins execution of the Contract.

City reserves the right to accept that proposal which is in the best interest of the City of Pendleton, Oregon, to reject any and/or all proposals not in compliance with all prescribed public bidding procedures and requirements, to waive any and/or all informalities upon a finding of the City it is in the public interest to do so and to postpone award of the Contract for a period not to exceed thirty (30) days.

For additional project information, contact Tim Smith, Project Manager, [tim.smith@ci.pendleton.or.us](mailto:tim.smith@ci.pendleton.or.us) or 541 379-1195.

Dated this 12<sup>th</sup> day of September, 2023.



Bob Patterson, Public Works Director