



Sylvester Donelson, Jr.
Chief Procurement Officer

Sara Morrissey
Deputy City Administrator

Raymond C. Lee III
City Administrator

May 29, 2026

ADDENDUM NUMBER 2

Bid Number Doc2192253027

SW 61st Culvert Replacement

Bids Due: June 4, 2026 by 2:00 P.M.

This addendum provides changes to the plans and specifications for the above-entitled project to be considered by each bidder. This addendum shall be included in the bid and, when closing the contract, will be a part thereof. Any changes made by this addendum to said plans and specifications offset only the portion of the plans, words or paragraphs specifically mentioned herein, and the balance of the plans and/or specifications remain in full force. It is the responsibility of all bidders to conform to this addendum.

Item No.	Location	Change
2.01	Bid Book 00170.70 Insurance General Provisions	The insurance requirements were not included in the Special Provisions. Attached are the insurance documents for your review.
2.02	Bid Form	Replace bid form with the one attached, labeled "BID NUMBER Doc2192253027 ADDENDUM TWO" Correction Highlighted
2.03	Questions/Responses	<p>Question: I am looking for the flow diversion requirements for the stream diversion. Specifically, if there are flow rates the diversion equipment needs to be sized for.</p> <p>Response: On the first plan sheet it says the assumed summer flow is between 2CFS and 18CFS "See Design Criteria and Assumptions on sheet G01."</p> <p>Question: I also noticed that you do not have a construction survey bid item. Are we to assume that the City will self-perform the survey requirements for alignment and elevations?</p> <p>Response: The City will be providing Survey</p>

00170.70

(m) Submittal Requirements - The Contractor shall submit copies of the Project SSSHP, including the JSA, for review to the Owner's Representative. The Owner's Representative will review the SSSHP to determine if it addresses known exposures and risks in a reasonable manner and reject the Submittal if it fails to do so. Nevertheless, the Owner's review is not intended to, nor does it, relieve the Contractor of its obligation to be completely responsible for the safety and health of all persons working on the Project nor does it diminish any other contractual or legal obligation of the Contractor.

(n) Review and Acceptance - Construction activity shall not begin until the Owner's Representative has reviewed and accepted the SSSHP. Continued acceptance of the SSSHP will be predicated on demonstrated performance to comply with the SSSHP 's requirements. If a work situation poses a safety hazard not covered by the SSSHP, the Contractor shall take immediate action to correct the safety hazard and modify the SSSHP accordingly.

(o) Secure Project Site - The Contractor shall provide and maintain all labor, Material, and Equipment needed to secure the Project Site from damage until the Work is complete and accepted by the Owner. This may include labor, lighting, fencing, alarm systems and other miscellaneous materials to maintain security at all sites where the Contractor may be working, staging work and storing Materials or Equipment. The Contractor also shall assure that only authorized personnel are at the Project Site.

(p) Safety Equipment - The Contractor shall furnish all safety Equipment required by the SSSHP.

(q) Cost - The Contractor shall include the cost of development, implementation, and maintenance of the SSSHP in its Bid, and therefore it is included in the Contract Amount. No separate or additional payment will be made for the SSSHP.

(r) Safety Meetings – Contractor shall notify the Owner's Representative in advance of any scheduled safety meetings.

00170.70 Insurance

(a) General Provisions:

(1) The Contractor shall obtain, at its own expense, the minimum insurance coverage described in 00170.70(c), 00170.70(d), 00170.70(e), 00170.70(f), and 00170.70(g) below and maintain that coverage until Acceptance of the Work. The Contractor shall also require that its Subcontractors obtain the minimum insurance coverage described in 00170.70(c), 00170.70(d), 00170.70(f), and 00170.70(g) below and maintain that coverage until Acceptance of the Work. By requiring such minimum insurance, the Owner does not guarantee that the insurance is sufficient to cover all the risks the Contractor may face. Instead, the Contractor should assess its own risks and, if it deems it appropriate and prudent, maintain higher limits, broader coverages, or both, than the coverage required by the Owner. The Contractor is not relieved of any

liabilities if it fails to obtain and maintain the minimum insurance required. The insurance carried by the Contractor shall be the primary coverage and non-contributory, and any insurance maintained by the Owner is excess and solely for damages or losses for which the Owner is responsible.

(2) The Contract Amount includes the cost of any insurance required by the Contract Documents including premiums, deductibles, and any other insurance-related cost. The Contractor is not entitled to additional compensation because it misunderstood what insurance coverage was required. Any confusion regarding what coverage is required should be brought to the Owner's attention prior to submission of a Bid or Proposal.

(3) The Owner may, but is not required to, obtain insurance it deems prudent under the circumstances if it discovers that the insurance required by the Contract Documents has not been obtained or, for whatever reason, is no longer in effect. If so, Owner may recover the cost of obtaining that insurance from the Contractor from any sums due to the Contractor on this or any other contract that the Contractor may have with the Owner.

(4) All insurance must be procured from a company, or companies, lawfully authorized to conduct business in the State of Oregon and that meet the City of Portland's AM Best rating of A-.

(b) Certificates and Review of Coverage before Contract Execution:

(1) The Contractor shall provide the City Auditor certificates of insurance and additional insured endorsements signed by the insurance broker or agent, and shall also provide the insurance policy upon the Owner's request. The certificates must show the effective dates of coverage, be presented on Insurance Service Office forms or equivalent where self-insured, and show that the coverage required by the Contract Documents has been obtained. The Contractor shall provide the foregoing within 10 Calendar Days of the announcement of the intent to Award the Contract to the Contractor by the Owner. The certificates shall contain a provision that states substantially the following: "The insurance described in this certificate shall not be canceled without giving the City Auditor 30 Days written Notice in advance of that action, except 10 Days for nonpayment of premium." Failure to comply with the reporting provisions of the Contract Documents shall not affect the coverages provided to the City of Portland, the Owner and their officers, employees and agents.

(2) The City Attorney's Office will review the certificates for approval. The City Attorney's Office may reject any proposed certificate if the insurance proposed to be provided is not the same as the coverage required by the Contract Documents, may reject the certificate if it is unclear, or require that the underlying policy be presented for review. If the City Attorney's Office determines that the certificates are unclear, the Contractor shall provide revised certificates that clearly show the insurance required by the Contract Documents has been obtained. Review or approval of the City Attorney's Office of any insurance certificate does not excuse the Contractor from providing the insurance required by the Contract Documents.

(3) The certificate(s) will identify the Owner and any other parties who are additional insureds or loss payees. In addition, there shall be no cancellation or non-renewal without 30 Days written Notice from the Contractor or its insurer(s) to the Owner. The certificates shall reflect these requirements. In addition to the Notice of cancellation or non-renewal, the Contractor shall be responsible to provide 30 Days written notice to the Owner of any material changes to the policy or the potential exhaustion of aggregate limits.

(4) Any deductible in excess of \$50,000 shall be disclosed to the Owner in the certificate of insurance prior to issuance of a Notice to Proceed and is subject to the Owner's approval.

(5) If the Contractor fails or refuses to provide the required insurance coverage or certificates in a form satisfactory to the Owner within the time required, the Owner is entitled to take any and all of the following actions:

- a. Reject the Contractor's Bid;
- b. Award the Contract to someone other than the Contractor; and/or
- c. Recover any costs suffered by the Owner as a result of taking the actions above from the Contractor or its Bid Bond.

(c) Workers' Compensation and related Insurance:

(1) The Contractor shall provide, and require all Subcontractors to provide, workers' compensation coverage on a statutory basis for all persons employed in performing services under the Contract, in accordance with ORS Chapter 656, either as:

- a. A carrier-insured employer; or
- b. A self-insured employer.

(2) Proof of such coverage shall be filed with the Owner and maintained for the duration of the Contract. The coverage shall include employer's liability insurance with coverage limits of not less than \$1,000,000 for each accident, a \$1,000,000 disease "policy" limit, and \$1,000,000 disease "each employee" limit.

(3) The Contractor shall require proof of such workers' compensation insurance by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

(4) Where Work under the Contract Documents is subject to the Federal Longshoremen's and Harbor Workers' Act or the Federal Jones Act, or any other workers' compensation system, proof of such coverage shall be provided to the Owner for approval and maintained for the duration of the Contract with similar coverage as that required by (C.2) above.

(d) Liability and Property Damage Insurance:

(1) Commercial General Liability (CGL) - The Contractor shall obtain, at the Contractor's expense, and keep in effect for the duration of this Contract and as specified below, commercial general liability insurance (CGL) covering bodily injury and property damage in a form and with coverages that are satisfactory to the Owner. The general liability policy shall be written on or equivalent to form ISO CGL 00 10 10 01. This insurance shall include, but is not limited to, personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Contract Documents and shall be issued on an occurrence basis with limits of at least \$2,000,000 per occurrence and policy aggregate of \$4,000,000.

(2) Coverage - The insurance shall include the following coverage: bodily injury liability; property damage liability; personal injury liability; advertising liability; product and completed operations; premises/operations; contingent liability/independent contractor; broad form property damage; fire legal liability; contractual liability; and explosion, collapse and underground hazard liability. Notwithstanding any provision to the contrary, all insurance coverages required by this Contract shall continue for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work. The insurance shall have no exclusions that nullify coverage of risks inherent to the Project.

(3) Contractor's Pollution Liability- The insurance shall include contractor's pollution liability coverage unless otherwise required by the Contract Documents. Such coverage shall continue for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work. Such coverage shall include:

- a. Bodily injury including death, sickness, disease, mental anguish or shock sustained by any person;
- b. Property damage including natural resource damages, physical injury to or destruction of tangible property including resulting loss of use, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c. Defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims, or for settlement of claims;
- d. Cleanup costs, removal, storage, disposal, and or use of the pollutant; and
- e. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the

coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will continue for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work.

f. On the automobile liability coverage, endorsements CA9948 and MCS-90 are required if the Contractor or Subcontractor is transporting any type of Hazardous Substances; and

g. The policy must be endorsed to include coverage for transportation and non-owned disposal sites with the limits for these coverages being at least \$1,000,000 per claim.

(4) Insurance Coverage - The insurance coverage obtained by the Contractor:

a. Shall not be affected by any insurance coverage otherwise existing;

b. Shall name the Owner, its officers, employees and agents as "additional insureds." The policies must be endorsed to provide primary coverage with Owner's policies, self-insured retentions and deductibles excess and non-contributory. The commercial general liability additional insured endorsements must be written on the most current version of ISO form CG 20 10 in combination with CG 20 37 or equivalent. The additional insured endorsements must be attached to the certificate of insurance. The additional insured requirement shall also apply to products/completed operations coverage. If for any reason Contractor cannot obtain such coverage from its insurer, it shall obtain at Contractor's expense, and keep in effect during the term of this Contract, owners and contractors protective liability insurance, including products/completed operations coverage for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work, naming the City of Portland, its officers, employees and agents as named insured with not less than a \$2,000,000 limit per occurrence, \$2,000,000 products/completed operations aggregate and \$4,000,000 general aggregate. This policy must be kept in effect for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work. As evidence of coverage, the Contractor shall furnish the certificate of insurance and, upon the Owner's request the actual insurance policy, to the Owner prior to its issuance of a Notice to Proceed;

c. Shall protect each insured in the same manner as though a separate policy had been issued to each, notwithstanding the naming of any number of additional insureds. However, this requirement is not intended to increase the insurer's liability as set forth in the policy

beyond the amount, or amounts, for which the insurer would have been liable if only one person or entity had been named as the insured;

d. Shall permit partial occupancy or use of the Project by Owner in advance of Substantial Completion without cancellation or discontinuance of coverage. In that event, the Owner and Contractor shall agree upon the time when partial occupancy or use of the Project by the Owner shall occur. If the insurance coverage provided by the Contractor requires consent of the insurer before such occupancy or use occurs, the insurance policy shall also state that such consent shall not be unreasonably withheld; and

e. Shall be provided on an "occurrence" basis. If the Owner elects to accept insurance on a "claims-made" basis, then continuation of coverage through renewal or "tail" coverage will continue for a period not less than the statute of repose or statute of limitations, whichever is greater, after the date of Acceptance of the Work. 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. This will be a condition of the Acceptance of the Work or services and related warranties.

(e) Builder's Risk Insurance – When builder's risk coverage is required by the Contract, the Owner shall obtain builder's risk insurance or the Contractor shall obtain a builder's risk installation floater, as described below:

(1) Builder's Risk Insurance - If the Contract Documents involve the construction of a Structure, an addition to an existing Structure or extensive renovations to an existing Structure, the Owner shall purchase and maintain in force for the duration of this Contract, at its own expense, builder's risk insurance in an amount equal to the Contract Amount, including any subsequent modifications for the entire Project at the Project Site on a replacement cost basis, including covering all costs needed to repair the Structure or Work (including overhead and profits) based on the value figured at the time of rebuilding or repairing, not at the time of loss. Such coverage shall be maintained, unless otherwise provided in the Contract Documents, or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made or until no person or entity other than the Owner has insurable interest in the property to be covered, whichever is earlier. The builder's risk insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-tier contractors in the Project as insureds.

(2) Coverages – This insurance shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapses, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

(3) Special Covered Cause of Loss Form - Builder's risk coverage shall be on a special covered cause of loss form and shall include but is not limited to all risk, damage to false-work, temporary Structures, or building systems from testing and startup, and debris removal including demolition, increased cost of construction, architect's and engineer's fees and expenses, extra expense and additional expense, flood and earthquake coverage, and all below and above ground Structures, and water and sewer mains. Other coverage may be required by the Contract Documents. Coverage shall be written for 100 percent of the completed value (replacement cost basis) of the Work being performed.

(4) Amendments and Provisions - The builder's risk policy shall also include the following amendments and provisions:

a. Waiver of Subrogation - Waiver of subrogation against all parties named as insured, but only to the extent the loss is covered;

b. Beneficial Occupancy Clause - The policy shall specifically permit partial or beneficial occupancy at or before Substantial Completion or Acceptance of the Work. Partial occupancy or use of the Work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse or reduction of insurance;

c. Equipment Breakdown Coverage - Equipment breakdown coverage (aka boiler and machinery coverage) shall be provided that specifically covers insured Equipment during installation and testing;

d. Interior Damage - Any clause that excludes recovery of damage to the interior of a Structure shall be deleted. The builder's risk policy shall provide for recovery for damage to the interior of a Structure if caused by perils insured against in the builder's risk policy;

e. Design Error - The builder's risk policy shall not exclude coverage of damages caused by design error;

f. Settlement, Cracking, Etc - The builder's risk policy shall cover settling, cracking, shrinking or expansion (including coverage for loss resulting from settling, cracking, shrinking or expansion) of foundation walls, floors and other parts of the structure.

(5) Builder's Risk Installation Floater - If builder's risk insurance is required by the Contract and not obtained by the Owner, then the Contractor shall obtain, at the Contractor's expense, and keep in effect for the duration of this Contract, a builder's risk installation floater under the same terms and conditions as required for builder's risk insurance.

(6) Insured Loss - A loss insured under the builder's risk insurance or builder's risk installation floater shall be adjusted in conjunction with the Owner and any payments or settlements shall be made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just share of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require that Subcontractors make payments to the sub-tier contractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers. It is expressly agreed that nothing in this section shall be subjected to arbitration and any references to arbitration are expressly deleted.

(7) Deductible - Any deductible shall not exceed \$50,000 for each loss. However, if earthquake and flood perils are both covered by the policy, the deductible shall not exceed 2 percent of each loss or \$50,000, whichever is greater.

(f) Automobile Liability - The Contractor shall obtain, at Contractor's expense, and keep in effect for the duration of this Contract, automobile liability insurance covering owned, non-owned and hired vehicles. The combined single limit per occurrence shall not be less than \$1,000,000 each accident and an aggregate of \$2,000,000.

(g) Umbrella/Excess Liability - The Contractor shall obtain an umbrella or excess liability policy to the extent necessary to achieve the coverage limits required in this Contract. If Contractor uses an umbrella or excess liability policy to achieve the required limits, the umbrella or excess liability policy must be as broad as the primary policy and be noted as such on the certificate of insurance.

(h) Negligence of Owner - Nothing in this section requires the Contractor, the Subcontractor or their insurers to provide insurance to the Owner for claims arising out of the death or bodily injury to persons or damage to property caused, in whole or in part, by the negligence of the Owner.

(i) Claims of Damage - The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims of damage, including attorney fees and costs, resulting from the Contractor's activities, as more specifically provided in section 00170.72

00170.71 Independent Contractor Status - The Work performed under the Contract Documents are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Owner as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless

(a) To the fullest extent permitted by Law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, hold harmless, and defend the Owner, its officers, directors, employees and agents, and when federal transportation funding is involved the State of Oregon, the Oregon

**CITY OF PORTLAND, OREGON
BID FORM
BUREAU OF ENVIRONMENTAL SERVICES**

TO THE CHIEF PROCUREMENT OFFICER:

The undersigned, having full knowledge of the quality of the material and labor to be performed, hereby proposes to perform all labor and furnish all materials necessary for the **SW 61st Culvert Replacement** for the unit prices set opposite the different items of the material to be furnished and the work to be done as herein below stated:

"BID NUMBER Doc2192253027 ADDENDUM TWO"

NO.	ITEMS OF WORK AND MATERIALS	SPEC REFERENCE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	00210	1	LS		
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	00221	1	LS		
3	FLAGGERS, AS DIRECTED BY OWNER	00223	80	HR		
4	TEMPORARY TYPE ORANGE PLASTIC MESH FENCE	00270	20	FT		
5	EROSION CONTROL	00280	1	LS		
6	POLLUTION CONTROL PLAN	00290	1	LS		
7	REMOVE AND DISPOSE OF WOODEN STRUCTURE	00310	1	LS		
8	CLEARING AND GRUBBING	00320	1	LS		
9	GROUTED RIPRAP, CLASS 50	00390	2	CY		
10	VIDEO INSPECTION OF SEWERS, MAINLINE	00401	37	FT		
11	TRENCH BACKFILL, CLASS B	00405	5	CY		
12	TRENCH EXCAVATION, COMMON	00405	37	CY		
13	POTHOLE EXCAVATION	00405	2	EA		
14	12 INCH PIPE, PVC ASTM D3034 SDR 35, BEDDING TYPE: D	00445	8	FT		
15	30 INCH PIPE, PVC AWWA C-900 PC 165, BEDDING TYPE: D	00445	37	FT		
16	CONCRETE INLETS, TYPE G-2MA	00470	1	EA		
17	PRECAST CONCRETE HEADWALL	00470	1	LS		
18	RETAINING WALL, CAST-IN-PLACE CONCRETE RIGID SEMI-GRAVITY CANTILEVER	596C	1	LS		

NO.	ITEMS OF WORK AND MATERIALS	SPEC REFERENCE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
19	AGGREGATE BASE	00640	5	CY		
20	TRENCH RESURFACING W/O BASE, ACP, 9 INCH	00744	24	SY		
21	TOPSOIL	01040	5	CY		
22	REMOVE AND REINSTALL MAILBOX SUPPORTS	01070	2	EA		
23	STREAM DIVERSION AND DEWATERING	01091	1	LS		
					TOTAL BID	\$ _____

END OF ADDENDUM

Please direct all questions and concerns to Alex Miller, at alexandria.miller@portlandoregon.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Sylvester Donelson, Jr.", with a stylized flourish at the end.

Sylvester Donelson, Jr.
Chief Procurement Officer
sd: agm