

**City of Springfield  
Development and Public Works Department**



Authorized by: Jay Roschall  
Title: 6/5/15 MANAGING CIVIL Eng  
Date: \_\_\_\_\_

**June 5, 2015**

**Addendum Number 1 to the Contract Documents for the  
Request for Competitive Price Quote for P21108; City Hall Plaza Restoration**

The City of Springfield is amending the above mentioned Request for Competitive Price Quote issued on May 28, 2015. This Addendum is hereby made a part of the original contract documents to the same extent as though it were originally included therein.

1.) The Quote Submittal document is deleted in its entirety and replaced with a revised version of the Quote Submitted with a Revision date of 06/05/15. See Attachment 1 to this Addendum.

2.) Add the following to Special Provisions Section C – Measurement and Payment:

Construction Bid Item No. 0057 Topsoil: Topsoil to be utilized in the preparation of the new planting area. Payment for Topsoil is on a Cubic Yard (C.Y.) basis.

3.) Question: Can you provide the quantity of gravel needed for the project and add a bid item for the gravel? Should it be a lump sum bid instead of unit price?

Response: All gravel material and installation is incidental with the surfacing line items (concrete, deck, planting soil). Please figure approximately 350 Cubic Yards.

4.) Question: Please clarify how and where to cut the concrete around the fountain.

Response: Please see attached photo (Attachment 2) which shows construction of the fountain. As the fountain is a stem wall contractors should be able:

1. Cut the pavement as near as possible to the wall without damaging it.
2. Remove the concrete from the plaza side of the cut.
3. As the new pavement will be recessed here, excavate some of the gravel on the plaza side of the cut.
4. Carefully break or chip away the concrete on the fountain side of the saw cut.

5.) Question: Eugene charges to close parking spaces. Does Springfield charge for this?

Response: A traffic control plan will need to be prepared and submitted for approval to the City's Traffic Engineering Division. No fees will be charged for the traffic control review or for the use of the 5<sup>th</sup> Street parking spaces adjacent to the construction site.

6.) Question: The price of colored concrete varies a great deal depending on the color. Will you identify the specific concrete colors?

Response: Davis Colors manufactured by Davis Colors; phone 800-356-4848 or on the web at <http://www.daviscolors.com/Suppliers#US-97477>.

This project has three colors;

1. Natural, un-tinted concrete
2. Red tinted concrete using Davis Colors "Brick Red 160"
3. Tan tinted concrete using Davis Colors "Sandstone 5237"

7.) Question: Can you add a separate bid item for removal of the flag poles?

Response: Removal of flag poles is included in demolition.

8.) Question: Who is responsible for the permits?

Response: The City of Springfield Building Official said that due to the nature of the project the only permit required will be an electrical permit to cover inspection of some conduit being installed as a part of the project. The City will obtain and pay for this and any other permits if needed.

9.) Question: Please clarify what is being salvaged to the owner from construction.

Response: All materials and equipment on site at the time demolition starts shall be removed from the site and properly disposed of, with the exception of the two flag poles what are to be removed and given and salvaged to the City. Deliver flag poles to 201 South 18<sup>th</sup> Street. Existing site furnishings will be removed by the City prior to starting demolition.

10.) Question: Will the benches be removed?

Response: The City will remove the benches prior to starting construction but the Contractor will be responsible for removal of the footings.

11.) Question: Who is responsible for calling for utility marking?

Response: It is the Contractor's responsibility.

12.) Question: What slope do you want maintained?

Response: We want you to keep a consistent slope from the existing base of the stairs to the curbs and match the surroundings.

13.) Question: Are the lights on the fountain functional? Is restoration part of the project?

Response: The lights do not currently operate and the electricity has been abandoned. Restoration of the fountain is not part of this project.

14.) Question: The Specs call for some minority goals. Are they goals or are they requirements?

Response: They are goals.

15.) Question: Do we have to document our efforts to meet the goal?

Response: Yes.

16.) Question: At what point will the documentation be requested?

Response: The documentation should be submitted to the City prior to beginning construction. However, information can be requested at any time up to six years after the project is closed by FEMA. See Attachment 3.

In the event that it is necessary to further amend, revise or supplement any part this Request for Competitive Price Quote additional addenda will be posted on the City's website at [http://www.springfield-or.gov/dpw/P21108\\_City\\_Hall\\_Plaza\\_Renovation.htm](http://www.springfield-or.gov/dpw/P21108_City_Hall_Plaza_Renovation.htm). The City shall make a reasonable effort to notify all individuals, firms, and corporations that were included in the initial solicitation and those individuals that attended a Pre-Quote Informational meeting and provided contact information on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance, if they are awarded the Contract.

All Addenda issued are considered to be part of the specifications of the Request for Competitive Price Quote and, as such, are incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

No other terms or conditions of the Request for Competitive Price Quote are changed as a result of this addendum.



**Quote Submittal      Revised 06/05/15**

**Project Number: P21108**

**Project Title: City Hall Plaza Renovation**

**Quote:**

We \_\_\_\_\_ hereby submit a quote for the construction of the above referenced project for the *Project Unit Price Item Total* amount as indicated below. The undersigned Contractor agrees to construct a functionally complete project, in accordance with the terms and conditions as specified in the Request for Competitive Price Quote documents, and to provide all resources that are required and that may reasonably be inferred to produce the intended result. The Quote amount may only be modified by a Change Order or Contract Amendment.

**Unit Price Items:**

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price Extension
0057	Topsoil	400	C.Y.		
0060	Mobilization	1	L.S.		
0061	Temporary Traffic Control	1	L.S.		
0063	Clearing and Grubbing	1	L.S.		
1000	Demolition	1	L.S.		
2000	3,500 PSI Non-colored Concrete Pavement	4,745	S.F.		
3000	3,500 PSI Concrete Pavement (Color #1)	1,675	S.F.		
3001	3,500 PSI Concrete Pavement (Color #2)	460	S.F.		
4000	Permeable Concrete Pavement	185	S.F.		
5000	Rubber Tiles	700	S.F.		
6000	Composite Decks	1	L.S.		
7000	Irrigation	1	L.S.		
<b>Project Unit Price Item Total:</b>				<b>\$</b>	

**Terms, Declarations and Submittal:**

**Prospective Contractor's Understanding**

The Prospective Contractor, hereinafter referred to as Contractor, shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Request for Competitive Price Quote documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Request for Competitive Price Quote documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Contractor must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

**Quote**

The undersigned Contractor having examined the Specifications and Request for Competitive Price Quote documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project Number P21108 in accordance with this quote, the Contract Plans, applicable Building Codes, City of Springfield Standard Construction Specifications, 1994 Edition, and all subsequent modifications, the Special Provisions, and all other Request for Competitive Price Quote documents at the prices and on the terms herein contained.

**Quote Acceptance Period**

This quote will remain subject to acceptance for a period of 60 days after the quote opening, or for such longer period of time that the Contractor may agree to in writing upon request of the City.

**Time is of the Essence**

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

**Liquidated Damages**

The City of Springfield and the Contractor agree that; (a) time is of the essence; (b) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (c) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (d) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the Contract time by the Contractor or the Contractor's failure to report sewage spills. Therefore, it is agreed as follows:

**a. Delay**

It is agreed by the City of Springfield and by the Contractor that the need exists for a provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$200.00 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

**b. Failure to Report Spills**

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the Contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

**Contract Time of Completion**

The Contractor shall not begin work under this quote until written Notice to Proceed has been received. The Contractor shall complete the work under this bid within 20 consecutive working days from the date of actual commencement of work, or such other starting date as is fixed by the Notice to Proceed. Contractor shall schedule work such that all construction and restoration work is completed by August 28, 2015.

The Contractor shall apply for any extensions of time as specified in Subsection 108.06 of the Standard Construction Specifications.

## Certifications

The undersigned hereby certifies that:

- 1.) If awarded the Contract, that they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 276a et seq. as applicable.
- 2.) The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all laws, ordinances, regulations, orders, and decrees; and shall defend, hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.
- 3.) In conformance with OAR 137-049-0440(3) and ORS 279A.110(4) the Contractor has not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
- 4.) The Contractor, Subcontractor or other person doing, or contracting to do, or contracting for the whole or any part of the work on the Contract shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 5.) The Contractor currently has in place, and will maintain in place over the life of the Contract, an employee drug testing program pursuant to ORS 279C.505(2). Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.
- 6.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the *List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.
- 7.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(4).
- 8.) No Contractor, Subcontractor or other person doing, or contracting to do, or contracting for the whole or any part of the work on the Contract shall award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549.
- 9.) The Contractor performing work described in ORS 701.005(2) shall have a current, valid certificate of registration issued by the Construction Contractor's Board in accordance with ORS 701.035 to ORS 701.055 and if performing work described in ORS 671.520(2), a valid landscape contractors license from the State Landscape Contractor's Board in accordance with ORS 671.560 in place at the time the quote is presented.
- 10.) Prior to performing any work under the Contract all Subcontractors performing work described in ORS 701.005(2) shall have a current, valid certificate of registration issued by the Construction Contractor's Board in accordance with ORS 701.035 to ORS 701.055 and/or if performing work described in ORS 671.520(2), a valid landscape contractors license from the State Landscape Contractor's Board in accordance with ORS 671.560, as applicable.

- 12.)As required by ORS 305.385(6), neither the Contractor nor applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4).
- 13.)The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.
- 14.)The Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 12 of the Contract. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:
- a.) Terminate the Contract,
  - b.) Complete the work itself,
  - c.) Use non-owner forces already under contract with the City of Springfield Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
  - d.) Issue the Contractor a change-order setting forth additional work that must be undertaken.
- 14.)Pursuant to ORS 279C.530(2), all employers, including the Contractor, that employ subject workers who work under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

**Addenda**

All Addenda issued are considered to be part of the specifications of the Request for Competitive Price Quote and, as such, are incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the quote as presented.

Addendum Number	Addendum Date

**Declarations**

The undersigned Contractor declares that the only persons or parties interested in the quote are those named herein, that this quote is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the quote is made without any connection or collusion with any person submitting another quote on this project.

I have read, fully understand, and agree that as Contractor, I and all Subcontractors performing work on the project, will comply with all of the terms and conditions of the Contract for which this quote is presented. By signing below I attest that I am an officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this quote for consideration.

If the Quote is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Quote, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

Contractor's Signature \_\_\_\_\_

Contractor's Name *(Please Print)* \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax Number \_\_\_\_\_

Date \_\_\_\_\_



Attachment 2 to Addendum 1 Dated 06/05/15

**200.025 Advocate for Minority, Women and Emerging Small Business; office; officers and employees; duties.** (1) There is created, in the Office of the Governor, the Advocate for Minority, Women and Emerging Small Business who shall be appointed by the Governor.

(2) There is created in the Oregon Business Development Department the Office for Minority, Women and Emerging Small Business, the employees of which shall be appointed by the Director of the Oregon Business Development Department.

(3)(a) The director may prescribe the duties and assignments of all officers and employees of the Office for Minority, Women and Emerging Small Business. The director shall establish the compensation of all officers and employees of the office.

(b) The officers and employees of the office shall be allowed reimbursement for reasonable and necessary travel and other expenses incurred in the performance of their duties.

(4) The Advocate for Minority, Women and Emerging Small Business shall:

(a) Advise the Governor and the director on activities and initiatives that may promote the economic integration of minorities, women and emerging small businesses into the business sector;

(b) Prepare an annual report to the Governor, director and Legislative Assembly on the status of minorities and women in the marketplace, accomplishments and resolutions of issues of concern to minority and women's enterprises and recommendations for executive and legislative actions; and

(c) Carry out other duties that may be assigned by the Governor.

(5) The Office for Minority, Women and Emerging Small Business shall:

(a) Provide information to minority, women and emerging small businesses;

(b) Assist in the development and implementation of an aggressive strategy for this state, based on research and monitoring, that encourages participation of minorities, women and emerging small businesses in the state's economy;

(c) Make recommendations to the director on the research, development and implementation of the plan for the involvement of disadvantaged and minority groups and emerging small businesses in all state programs;

(d) Maintain an Oregon Opportunity Register and Clearinghouse for information on public agency and other contract solicitations for professional services, supplies and services and other bid opportunities, in consultation with the State Board of Higher Education, the Department of Transportation and other entities;

(e) Monitor the certification and compliance program for disadvantaged, minority, women and emerging small businesses under ORS 200.055;

(f) Investigate complaints and possible abuses of the certification program; and

(g) Assist in the promotion and coordination of plans, programs and operations of state government that strengthen minority and women participation in the economic life of this state. [1987 c.893 §4; 1989 c.1043 §3; 1993 c.500 §7; 1993 c.744 §§189,189a; 2003 c.794 §214; 2005 c.683 §§6,7; 2009 c.830 §135]

**200.035 When state agency to notify advocate of solicitations and contract awards.** (1) For a public contract with a value of \$5,000 or more, a state agency shall provide timely notice and information to the Advocate for Minority, Women and Emerging Small Business regarding:

- (a) Bid or proposal solicitations; and
- (b) Contract awards.

(2) Each state agency shall, in consultation with the advocate, establish a process and timeline for providing the notice and information required by subsection (1) of this section to the advocate. [1987 c.893 §5; 1997 c.145 §1; 1997 c.802 §10; 2005 c.351 §1]

**200.045 Standards for good faith efforts to meet contract requirements; standards for establishing bidder's responsibility.** (1) To determine whether a bidder that has failed to meet emerging small business enterprise contract requirements may be awarded the contract, the public contracting agency must decide whether the bidder's efforts to obtain participation by emerging small business enterprises were good faith efforts to meet the requirements.

(2) Performing all of the following actions by a bidder constitutes a rebuttable presumption that the bidder has made a good faith effort to satisfy the subcontracting requirement for emerging small businesses. It shall be a rebuttable presumption that the bidder has not made a good faith effort if the bidder has not acted consistently with such actions. Efforts that are merely superficial are not good faith efforts:

(a) The bidder attended any presolicitation or prebid meetings that were scheduled by the contracting agency to inform emerging small business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(b) The bidder identified and selected specific economically feasible units of the project to be performed by emerging small business enterprises in order to increase the likelihood of participation by such enterprises;

(c) The bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting or material supply opportunities;

(d) The bidder provided written notice to a reasonable number of specific emerging small business enterprises, identified from a list of certified emerging small business enterprises provided or maintained by the Oregon Business Development Department for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;

(e) The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;

(f) The bidder provided interested emerging small business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;

(g) The bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any emerging small business enterprises;

(h) Where applicable, the bidder advised and made efforts to assist interested emerging small business enterprises in obtaining bonding, lines of credit or insurance required by the contracting agency or contractor;

(i) The bidder's efforts to obtain emerging small business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals or requirement of the public contracting agency; and

(j) The bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women and Emerging Small Business that provide assistance in the recruitment and placement of emerging small business enterprises.

(3) To determine whether a bidder is a responsible bidder, the performance of all the following actions constitutes a rebuttable presumption that the bidder is responsible. It shall be a rebuttable presumption that the bidder is not responsible if the bidder has not acted consistently with the actions described in this subsection. Efforts that are merely superficial are not good faith efforts.

(a) The bidder attended any presolicitation or prebid meetings that were scheduled by the contracting agency to inform minority or women business enterprises of contracting and subcontracting or material supply opportunities available on the project;

(b) The bidder identified and selected specific economically feasible units of the project to be performed by minority or women business enterprises in order to increase the likelihood of participation by such enterprises;

(c) The bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publications, if any, concerning the subcontracting or material supply opportunities;

(d) The bidder provided written notice to a reasonable number of specific minority or women business enterprises, identified from a list of certified minority or women business enterprises provided or maintained by the Oregon Business Development Department for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;

(e) The bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested;

(f) The bidder provided interested minority or women business enterprises with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;

(g) The bidder negotiated in good faith with interested, capable and competitive minority or women business enterprises submitting bids;

(h) Where applicable, the bidder advised and made efforts to assist interested minority or women business enterprises in obtaining bonding, lines of credit or insurance required by the contracting agency or contractor;

(i) The bidder's efforts to obtain minority or women business enterprise participation were reasonably expected to produce a level of participation sufficient to meet the goals of the public contracting agency; and

(j) The bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority or women business enterprises. [1987 c.893 §7; 1989 c.1043 §8; 1997 c.145 §2; 2003 c.794 §215; 2009 c.830 §136]