City of Springfield
Development and Public Works Department

Authorized by: [signature]
Title: MANAGING Civil EngineERing
Date: 6/12/15

June 12, 2015

Addendum Number 2 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 deadline for submission of questions regarding this Request for Competitive Price Quote has been extended. The new deadline for submission of questions is June 15, 2015 at 3:00 p.m. local time.

2.) The deadline for submission of Quotes regarding this Request for Competitive Price Quote has been extended. The new deadline for submission of Quotes is June 19, 2015 at 4:00 p.m. local time.

3.) The Quote Submittal document issued in Addendum 1 is deleted in its entirety and replaced with a revised version of the Quote Submittal with a Revision date of 06/12/15. See Attachment 1 to this Addendum.

4.) The approximate quantity of gravel stated in Addendum 1 item 3 is incorrect. The correct quantity is 120 Cubic Yards.

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. 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.

City of Springfield
225 Fifth Street
Springfield, OR 97477

Quote Submittal Revised 06/12/15

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	135	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.		
Project Unit Price Item Total:				**$**	

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 _____