City of Springfield
Development and Public Works Department

Authorized by: [signature]
Title: CITY TRAFFIC ENGINEER
Date: 22AUG2014

August 22, 2014

Addendum Number 4 to the Contract Documents for the Invitation to Bid for P21101; Downtown Lighting – Phase 1

The City of Springfield is amending the above mentioned Invitation to Bid issued on July 17, 2014. 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 Bid Submittal document is deleted in its entirety and replaced with a revised version of the Bid Submittal with a Revision date of 08/22/14. See Attachment 1 to this Addendum.

The following changes were made to the Bid Submittal document:

Contract Time of Completion - The following language is deleted in its entirety:

The Contractor shall not begin work under this bid until written Notice to Proceed has been received. The Contractor shall complete all work under this bid within forty (40) consecutive working days from the date of actual commencement of work or the date occurring ten days after the date of the Notice to Proceed, whichever occurs first, or such other starting date as is fixed by the Notice to Proceed. Work to be completed by September 10, 2014 - Luminaires, poles, foundations and wiring on Main Street from Pioneer Parkway East to Fourth Street and all supporting electrical work shall be complete and operational, including electrical inspections so that a public event to celebrate the lighting project by turning on the lights on the block may be safely done. Work to be completed within forty (40) consecutive working days from the date of the actual commencement of work or the date occurring ten days after the date of the Notice to Proceed, whichever occurs first, or such other starting date as is fixed by the Notice to Proceed shall include all work other than that specified to be complete by September 10, 2014 necessary for completion of a fully operational and functional project.

The above deleted language is replaced with the following:

The Contractor shall not begin work under this bid until written Notice to Proceed has been received. Anchor bolts are scheduled to arrive by September 8, 2014 and poles and LED kits are scheduled to arrive by November 3, 2014, however delivery cannot be guaranteed. The Contractor shall complete all work under this bid no later than September 21, 2014. In the event poles and LED kits arrive prior to the scheduled delivery date of November 3, 2014 Contractor will be required to complete all work within fifteen (15) consecutive working days from the date of receipt.

Liquidated Damages, a. Delay - The following language is deleted in its entirety:

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage 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 amounts as follows: $1,000.00 per day for failure to complete all work specified to be complete by September 10, 2014 in the Contract Time of Completion section which follows; $400.00 per day for failure to complete all other work as specified in the Contract Time of Completion section which follows, in accordance with Subsection 108.07 of the Standard Construction Specifications.

The above deleted language is replaced with the following:

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage 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 as follows: $400.00 per day for failure to complete all work as specified in the Contract Time of Completion section which follows, in accordance with Subsection 108.07 of the Standard Construction Specifications.

In the event that it is necessary to further amend, revise or supplement any part this Invitation to Bid additional addenda will be posted on the City's website at http://www.springfield-or.gov/dpw/P21101_Downtown_Lighting_Phase_1.htm.

The City shall make a reasonable effort to notify all individuals, firms, and corporations to whom the City provided the initial Invitation to Bid and those individuals that attended a Pre-Bid 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. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

All Addenda issued are considered to be part of the specifications of the Invitation to Bid 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 have been considered and incorporated into the bid as presented. No other terms or conditions of the Invitation to Bid are changed as a result of this addendum.

ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.

_____ _____

Signature Date

City of Springfield
225 Fifth Street
Springfield, OR 97477

Bid Submittal – Revised 08/22/14

Project No. P21101
Project Title: Downtown Lighting – Phase 1

Bid Items:

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price Extension
Construction Bid Items					
0060	Mobilization	1	L.S.		
0061	Temporary Traffic Control	1	L.S.		
0137	Remove and Replace 4-inch PC Sidewalk	200	S.F.		
0248	Install Decorative Street Light (LED)	26	EA		
0248b	Install Decorative Street Light on Existing Foundation	5	EA		
0401	Horizontal Directional Drill Conduit	300	L.F.		
0604	Install Junction Box	3	EA		
0605	Remove and Replace 200 amp Service Cabinet	1	EA		
0606	Remove and Replace 100 amp Service Cabinet	1	EA		
0656	Install THWN Conductors	1	L.S.		
0657	Remove Existing Conductors	1	L.S.		
Project Bid Item Total:				**$**	

Terms, Declarations and Bid Submittal

Bidder's Understanding

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract 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 Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Bidder 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.

Bid

The undersigned Bidder having examined the Specifications and Contractual 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 No P21101 in accordance with this bid, the Contract Plans, City of Springfield Standard Construction Specifications, 1994 Edition, and all subsequent modifications, the Special Provisions, and all other Contractual Documents at the prices and on the terms herein contained.

The unit price bids are submitted with the understanding that the quantities stated are approximate and are given only as the basis of calculation for comparison of bids and determining that the unit prices are balanced and that final payment for all unit price bid items will be based on actual quantities.

It is understood that in the instance of a discrepancy between the unit price and the extension (total price extension) the unit price shall govern. The extension shall be determined by multiplying the unit price by the number of units (approximate quantity).

Bid Guarantee

As required by ORS 279C.365(4) each bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010. The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.

Bid Acceptance Period

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

Liquidated Damages

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) 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.

a. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage 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 as follows: $400.00 per day for failure to complete all work as specified in the Contract Time of Completion section which follows, 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 bid until written Notice to Proceed has been received. Anchor bolts are scheduled to arrive by September 8, 2014 and poles and LED kits are scheduled to arrive by November 3, 2014, however delivery cannot be guaranteed. The Contractor shall complete all work under this bid no later than September 21, 2014. In the event poles and LED kits arrive prior to the scheduled delivery date of November 3, 2014 Contractor will be required to complete all work within fifteen (15) consecutive working days from the date of receipt.

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. 2762 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 such laws, ordinances, regulations, orders, and decrees; and shall 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 accordance with ORS 279C.505, the Contractor will;

   a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.

   b) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

   c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

   d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

   e) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract.

4.) In accordance with ORS 279C.530, the Contractor will;

   a) Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

      1. May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or

      2. Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service; and

      3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.) They have 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 as required by ORS 279A.110.

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.) The Contractor shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractor's license as defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable, in place at the time the bid is presented.

9.) All Subcontractors shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractors license as defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable in place prior to performing any work under the Contract.

10.) 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.

Bid Addenda

All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are as 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 bid as presented. All Addenda must be included with the bid submitted.

Addenda Number	Addenda Date

Declarations

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

I have read, fully understand, and agree that as Bidder I, and all Subcontractors, will comply with all of the terms and conditions of the contract for which this bid 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 bid for consideration.

Bidder's Signature _____

Bidder's Name *(Please Print)* _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

E-mail Address _____ Fax Number _____

Date _____

The award of this Contract shall be made to the responsible Bidder with the lowest responsive bid.