



Authorized by: Kenneth J. Vogelsong
Title: City Engineer
Date: 9/21/12

September 21, 2012

**Addendum Number 2 to the Contract Documents for the
Invitation to Bid for P21058; Downtown Parking Modifications**

The City of Springfield is amending the above mentioned Invitation to Bid issued on September 10, 2012. This Addendum is hereby made a part of the original contract documents to the same extent as though it were originally included therein.

The Bid Item List is replaced in its entirety with the Bid Item List included with this Addendum labeled "Attachment to Addendum 2 - Revised Bid Item List Dated September 21, 2012". Bid Item 0234A "Paint Yellow Curbs (2 Coats)" has been changed to be an Optional Bid Item that may be awarded at the City's sole discretion. The Contractor shall include an amount for this bid item.

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/Pubworks/P21058 Downtown Parking Modifications Bid 2.htm](http://www.springfield-or.gov/Pubworks/P21058_Downtown_Parking_Modifications_Bid_2.htm).

The City will make a reasonable effort to provide the addenda to all Bidders to whom City provided the initial Invitation to Bid. 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.

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

Signature

Date



Bid Item List

Project No. P21058
Project Title: Downtown Parking Modifications

Bid Items:

| Item No. | Description | Approx. Quantity | Per | Unit Price | Total Price Extension |
|--|--|-------------------------|------------|-------------------|------------------------------|
| On-Street Base Bid Items: | | | | | |
| 0060 | Mobilization | 1 | L.S. | | |
| 0061 | Temporary Traffic Control | 1 | L.S. | | |
| 0224-A | Install 4-inch Heat Fused White Pavement Marking – ‘L’ | 418 | EACH | | |
| 0225-B | Install 4-inch Heat Fused White Pavement Marking – ‘T’ | 148 | EACH | | |
| 0238 | Lead Paint Disposal Costs | 1 | L.S. | | |
| 0239 | Lab Testing for Lead Paint | 1 | EACH | | |
| 0607 | Remove Yellow Curb Paint | 10,900 | L.F. | | |
| 0617-A | Remove 4-inch Plastic Pavement Markings | 2,150 | L.F. | | |
| Total: On-Street Base Bid | | | | | |
| Bid Option 1 – Paint Yellow Curb Top: | | | | | |
| 0234-A | Paint Yellow Curbs Top (2 Coats) | 7,000 | L.F. | | |
| Total: Bid Option 1 | | | | | |
| Project Total: Base Bid Plus Bid Option 1 | | | | | |

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 P21058 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, 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 Bond and a satisfactory 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, otherwise the Bid Guarantee accompanying this bid shall be returned to the Bidder. 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 of \$500 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 bid until written Notice to Proceed has been received. The contractor shall complete the work under this bid within **90 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.

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

Certifications

The undersigned Bidder hereby certifies that:

- 1.) If awarded the contract, 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.) They, and any subcontractors performing work on the project in question, have in place and will maintain an employee drug testing program that is in compliance with ORS 279C.505.
- 3.) 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.
- 4.) 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.
- 5.) The Bidder 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.
- 6.) 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.

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.

| Addendum Number | Addendum Date |
|-----------------|---------------|
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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 as described in the Instruction to Bidders Section 5.1 Submittal and Form of Bid.