



Authorized by: Kenneth J. Hoynes
Title: City Engineer
Date: 5/8/2012

May 08, 2012

**Addendum Number 1 to the Contract Documents for the
Invitation to Bid for P21037; 10th and N Sewer Upgrade – Phase 1**

The City of Springfield is amending the above mentioned Invitation to Bid issued on April 23, 2012. This Addendum is hereby made a part of the original contract documents to the same extent as though it were originally included therein.

- 1.) **Drawing 26B:** The street on the drawing is listed as "Q Street". The correct street title is "10th Street".
- 2.) **Question:** Is the City providing surveying, or will it be the Contractor's responsibility?
Response: The City will provide surveying as described in Special Provision A-5 Item 1.14.
- 3.) **Question:** Would it be possible to delay the Notice to Proceed until the first week in August and subsequently complete the project in the prescribed 120 days.
Response: Unfortunately, adjusting the schedule will not be allowed on this project. A subsequent project, phase 2, is scheduled to be completed next year and the timing of that project is dependent on finishing portions of this project. There are also obligations related to this project that must be met, and starting the project in August could put those obligations in jeopardy of being completed in time, with both agreements the City has made and weather restrictions.
- 4.) **Question:** What is the City's projected cost for the project?
Response: The range is \$2.1 to \$2.6 million.
- 5.) **Question:** Is there a buy American clause?
Response: No, there is not a buy American clause included with this project as no Federal funds are involved.
- 6.) **Question:** I want to confirm that all of the 24-inch F679 pipe is standard wall.
Response: Yes, all pipe is standard wall thickness, unless otherwise specified. Also note there is some pipe incidental to bid item 283 that calls for 10-inch C900 and 18-inch C905 pipe, which is also standard wall thickness.
- 7.) **Question:** The units of measure were questioned for Bid Items 064, 065, 066, 077, 073 and 075.

Response: Some of the units of measure listed in the Bid Item List are incorrect. A revised Bid Item List has been prepared and is included with this Addendum as Attachment A. It replaces the original Bid Item List which was included in the bid book.

8.) Question: Can the restoration work in backyards for line E be completed after the deadline of 10/15/12?

Response: We are going to talk about the October 15 deadline in the pre-bid meeting. Our intent is to shut down the work for the winter and have all restoration for the areas that have been disturbed completed by then. If weather is favorable, the City will be open to allowing extra work to be completed, outside of the ROW, but it will be up to the City to make that call. The day count would then resume in the spring as weather permits, and the City will work with the Contractor on when work can start back up for the remaining day count.

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/RFPPAGE.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 Addendum document 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 ADDING IT TO THE BID ITEM LIST AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.

Signature

Date



Bid Item List

Project No. P21037
Project Title: 10th and N St Sewer Upgrade – Phase 1

Bid Items:

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price Extension
052	Remove Trees	40	D.F.		
060	Mobilization	1	L.S.		
061	Traffic Control	1	L.S.		
063	Clearing	1	L.S.		
064	Erosion Control	1	L.S.		
065	Construction Entrance	15	EACH		
066	Lawn and Landscaping Restoration	1	L.S.		
069	Remove 6-inch AC Water Pipe	40	L.F.		
070	Remove AC Sewer Pipe	6600	L.F.		
071	Excavation/backfill for AC Pipe Removal	600	L.F.		
073	Excavation Below Grade	100	C.Y.		
075	Common Excavation	900	C.Y.		
086	Aggregate Surface Restoration	70	TON		
089	Aggregate Base 1 1/2 - 0	1400	TON		
101	Geotextile Fabric	2700	S.Y.		
103	Asphalt Pavement Restoration	70	TON		
104	A.C. In Place Class C	500	TON		
120	6 inch Concrete Driveway	2500	S.F.		
121	8 inch Reinforced Concrete Driveway	570	S.F.		
132	Concrete Curb and Gutters	1800	L.F.		
137	4 inch Concrete Sidewalk	3000	S.F.		
141	Handicap Ramps	720	S.F.		
142	Truncated Domes for Handicap Ramps	12	EACH		
153	Chain Link Fence	2200	L.F.		
155	Wood Fence	1200	L.F.		
158	Replace Street Signs	4	EACH		
197	Saw-Cutting Existing Surface	18000	L.F.		
202	Remove and Replace Jersey Barrier with Fence	20	L.F.		
256	6-inch ASTM D3034 SDR 35 Sanitary Sewer	1200	L.F.		
257	8-inch ASTM D3034 SDR 35 Sanitary Sewer	5800	L.F.		
263	24-inch ASTM F679 Sanitary Sewer	2250	L.F.		
271	2-Way Lateral Cleanout 6-inch	137	EACH		
272	Traffic-Rated Cleanout Box and Cover	20	EACH		
273	Plastic Cleanout Box and Cover	117	EACH		
274	8-inch Cleanout with Traffic-Rated Cover	4	EACH		
277	New 48-inch Sanitary Sewer Manhole 0-8 ft Depth	27	EACH		
277a	Add Depth to 48-inch Manhole	40	L.F.		
278	New 60-inch Sanitary Sewer Manhole	5	EACH		

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price Extension
279	New 72-inch Sanitary Sewer Manhole	1	EACH		
279a	New 84-inch Sanitary Sewer Manhole	2	EACH		
280	New 96-inch Sanitary Sewer Manhole	2	EACH		
281	Traffic-Rated Manhole Collar	20	EACH		
283	Siphon System Complete	1	L.S.		
287	Bore and Jack for 24-inch Pipe	248	L.F.		
288	Bore and Jack for 24-inch Pipe Through Rock	10	L.F.		
297	10-inch ASTM D3034 Storm Sewer	300	L.F.		
300	15-inch ASTM D3034 Storm Sewer	30	L.F.		
331	Catch Basin	4	EACH		
332	Curb Inlet Catch Basin Type 2 1/2 A	4	EACH		
457	6-inch x 8-inch x 8-inch ASTM D3034 Tee	137	EACH		
458	8-inch x 24-inch x 24-inch ASTM F679 Tee	2	EACH		
460	10-inch x 15-inch x 15-inch ASTM D3034 Storm Tee	6	EACH		
461	Connect 10-inch PVC Storm Pipe to Manhole	2	EACH		
861	Controlled Density Fill	700	C.Y.		
862	Private Property Documentation	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 P21037 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 \$1,000 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 120 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.

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.