



Authorized by: Kenneth J. Vogoney
Title: City Engineer
Date: 2/12/14

February 12, 2014

**Addendum Number 1 to the Contract Documents for the
Invitation to Bid for P21067; 10th and N Sewer Upgrade – Phase 2**

The City of Springfield is amending the above mentioned Invitation to Bid issued on January 20, 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.) Plan Sheet 14B is deleted in its entirety and replaced with a revised version of Plan Sheet 14B identified with a revision date of 01/31/14. An aerial image has been added to the revised Plan Sheet. See Attachment 1 to this Addendum.
- 2.) The Bid Submittal document is deleted in its entirety and replaced with a revised version of the Bid Submitted with a Revision date of 02/06/14. See Attachment 2 to this Addendum.
- 3.) **Question:** Why did SUB get a Temporary Construction Easement (TCE) on the side where they access but the contractor did not get a TCE on the Centennial side? (near 1299 Centennial)
Response: There are existing structures that make the access from the north tight. A TCE from the south was granted for the contractors use with the intention that the primary access for that alley would be utilized from Parker Street to the south. There are also overhead lines on the northeast side of the diversion manhole because of the utility pole in close proximity.
- 4.) **Question:** What is the purpose of note 24 on sheet 12B concerning the construction entrance from Centennial if the contractor is supposed to access the alley from Parker Street to the south?
Response: The construction entrances are shown where they might be needed for estimating purposes and are paid for per each. The contractor will put in the construction entrances at all locations where construction traffic will enter into streets that do not have an asphalt or concrete approach, and will be paid for all required construction entrances needed to complete the work. Construction entrances are not required if there will not be construction traffic going into and out of locations.
- 5.) **Question:** If fences are taken down as required to access a property, such as from Parker Street into the alley, will the contractor be paid to replace the fences?
Response: The City will pay per linear foot for the fences to be replaced in areas where it is required they be removed to provide access to complete the work. Also, in this instance, if fences need to be taken down for SUB to hold the pole, we will have the contractor take down the fence to allow SUB to access the pole, and pay the contractor to replace the fence after SUB is done holding the pole.
- 6.) **Question:** What are the hour restrictions on Centennial Boulevard where you must have 2-way traffic flowing?

Response: For Centennial Boulevard, two-way traffic flow has to be maintained at all times, except between 8:15am and 4pm, when it can be reduced to one lane of traffic with flaggers. No detours will be allowed for Centennial Boulevard work.

- 7.) **Question:** How many project information signs should be considered for bidding purposes? Where will they be utilized?
Response: For bidding purposes, assume a minimum of six (6) project information signs being utilized on this project. The areas they will be placed will be part of the Traffic Control Plan (TCP).
- 8.) **Question:** Do we have to have our trench backfilled to the top at the end of each shift on Centennial Boulevard?
Response: It has to allow for 2-way traffic. We are open to the idea of using a steel plate across the trench but if we deem it a safety concern or we receive complaints about the way it is plated, we will have the contractor backfill it at the end of the each day.
- 9.) **Question:** What about areas outside of Centennial Blvd, such as the local streets? Do they need to be backfilled to the top at the end of each shift?
Response: The main requirement for local streets is that at the end of the day, all residents must have access to their driveways. The contractor shall also work with residents to assure that they can get in and out of their houses during the day throughout construction.
- 10.) **Question:** Is Centennial Blvd a bus route? Does it have bus stops?
Response: Yes it is a bus route. If bus stops are located within the construction work zone on Centennial Blvd, Michael Liebler will work with LTD to remove/relocate bus stops as needed during construction.
- 11.) **Question:** Within the work zone of Centennial Blvd and 13th, will flaggers be needed during school days?
Response: Yes, when school is in session, extra flaggers will be needed to assure that children cross the street safely at 13th and Centennial Blvd.
- 12.) **Question:** Can the last day to submit questions be moved out a little further?
Response: No, the deadline of February 19th at 2pm for submitting questions for this project will remain in place. We have to allow adequate time to research and respond to all questions submitted. We must also allow ample time to prepare Addenda if needed while adhering to the requirement of not issuing Addenda within 72 hours of the bid opening. When a long list of questions is submitted right at the deadline closing it can be a problem if we haven't allowed ourselves sufficient time between the closing deadline for questions and the bid opening to thoroughly research and respond as needed.
- 13.) **Question:** On sheet 8b, callout 50 for the storm sewer, are you thinking we are replacing that storm sewer?
Response: We had to replace a section of storm sewer because it was too close in relation to the new sewer going in and it was also shallower than the sanitary sewer that was installed. If we run into a situation where the storm sewer has to be replaced, then we will pay to replace it.
- 14.) **Question:** What size is the storm pipe on sheet 8b where callout 50 is used?
Response: The storm line in that area is 10".
- 15.) **Question:** Is the upstream end of the job 18" or 24-inch pipe for the sanitary sewer?
Response: On sheet 12B from 13th and Centennial Blvd, running east to the tie-in near the alleyway, is 18-inch pipe. An Addendum is being issued to change the quantity shown on the Bid Submittal. See Attachment 2 to this Addendum.
- 16.) **Question:** Can you put a 24-inch pipe straight through a 48-inch manhole?
Response: We've done this on phase 1 and it worked with a boot. I verified with Spec Pipe and they said it is possible to do this including a boot.

- 17.) **Question:** Have you worked backwards from October 15th days, when would the 90 days begin?
Response: Yes, the 90 day count working backwards, not counting holidays, would mean a starting date in early June.
- 18.) **Question:** If the submittals for the stop logs and getting the parts from the manufacturer takes longer than what the current bid process will allow, are you open to adjusting the schedule to allow time to obtain the parts.
Response: If the contractor can show they have done everything in their power to get the submittals and parts from the manufacturer in a timely manner, we will work to adjust the schedule as needed.
- 19.) **Question:** Would you consider another manufacturer for the stop logs instead of the one listed in the bid book?
Response: We are open to considering other manufacturers, providing the product is equivalent or better, as determined by the City.
- 20.) **Question:** Where you are connecting into existing sewer lines, what are those lines made out of and how do you tie into them?
Response: Generally the existing pipes are concrete and we tie into them with a fernco coupler to a PVC pipe, which then is inserted into the new manhole.
- 21.) **Question:** Will the City pay for materials on hand?
Response: The City will not pay for materials on hand unless exceptional circumstances can be shown that would warrant advance payment.
- 22.) **Question:** Are all of the utilities shown on the plans? Do you have depth shown for locates?
Response: All of the utilities that were located for us during design are shown on the plans. We put language on the plans that the contractor must verify the utility locations and that they are shown as approximate. We do not have depth shown for utility locates, except for storm.
- 23.) **Question:** What about if there is a conflict with the new sewer line and the existing utilities?
Response: The top of pipe for the new sanitary sewer line is generally 8 feet deep or more, and franchise utilities are generally much shallower than that. The other conflict could be with storm lines, but we surveyed those so they should not be an issue.
- 24.) **Question:** Is there fiber optic in the area that you know of?
Response: There is no fiber optic in the area that we know of.
- 25.) **Question:** In the unimproved 13th street area, you say there is no native backfill to be used. Are you wanting rock backfill all the way up to the top of the trench?
Response: We are requiring rock backfill all the way up until the top 4 to 6-inches, where we want clean imported topsoil to be used, outside of where the pathway will be placed.
- 26.) **Question:** Are there issues with leaving equipment on site at night?
Response: It will be at the contractor's risk to leave equipment on site at night where allowed.
- 27.) **Question:** Is there a timeline on when the driveway for the ½ address between L and M Streets has to be constructed (sheet 26)?
Response: The only restriction for that address is that the new driveway must be installed prior to closing off access for the existing driveway.
- 28.) **Question:** Can you use the new driveway constructed for the ½ address between L and M Streets as the construction entrance for L Street?
Response: We will only pay for the driveway once. If it is damaged due to equipment driving over it, it will be replaced at no additional cost to the City. Also, it may be unavailable because it is being used by the residents at that address. Our preference is that a construction entrance is installed and the new driveway not be used.

29.) **Question:** Do you have any flow numbers on the bypass for the alley south of 13th and Centennial Blvd?

Response: No, we do not have volumes for what the bypass would need. We do know that the 24-inch sanitary sewer pipe is being fed by a 3 pipes 1 block to the east. Those 3 pipes are 15-inch, 15-inch and 10-inch in diameter. The bypass pump has to be able to handle the flow for that 24-inch pipe and we also require a second backup pump in case the first pump has a mechanical failure.

30.) **Question:** What is the requirement for monitoring of the bypass pumps while they are running, both day and at night? What about the manhole in that alley if it can't be put in in one day? What are the options for bypass pumping?

Response: We typically require that sanitary sewer be restored to gravity flow at the end of the day. We are open to the idea of a temporary hard pipe connection from the eastern pipe coming in, and piping directly to the outflow pipe to the north if the manhole could not be completed in a single day. We will want a bypass pumping plan to cover all of these details ahead of time.

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/P21067_10thAndNSewerUpgradePhase2.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.

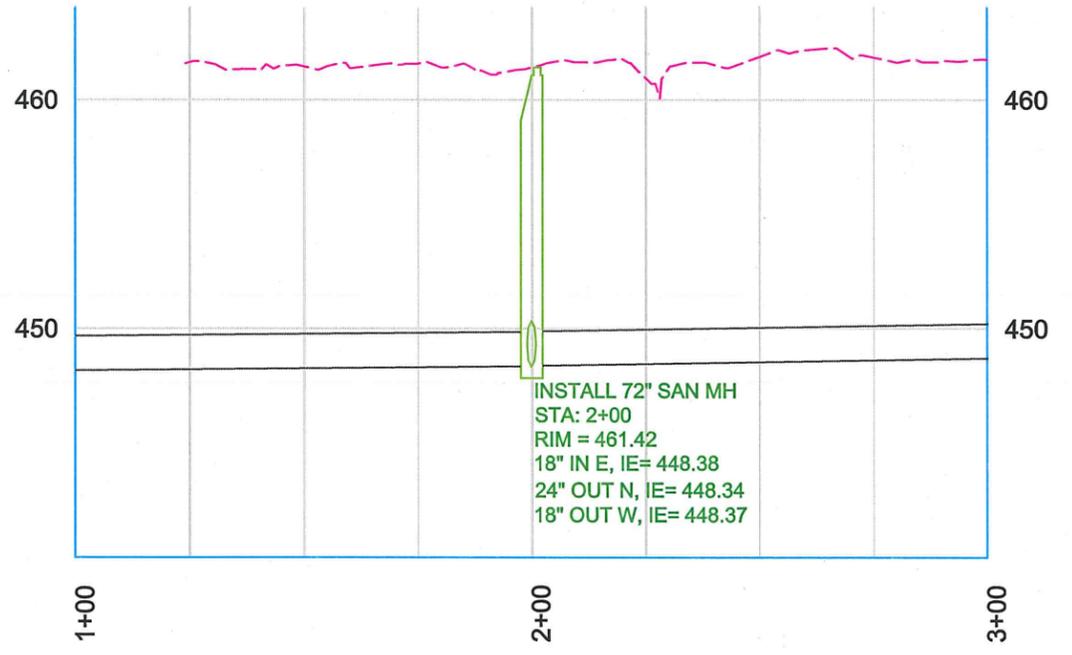
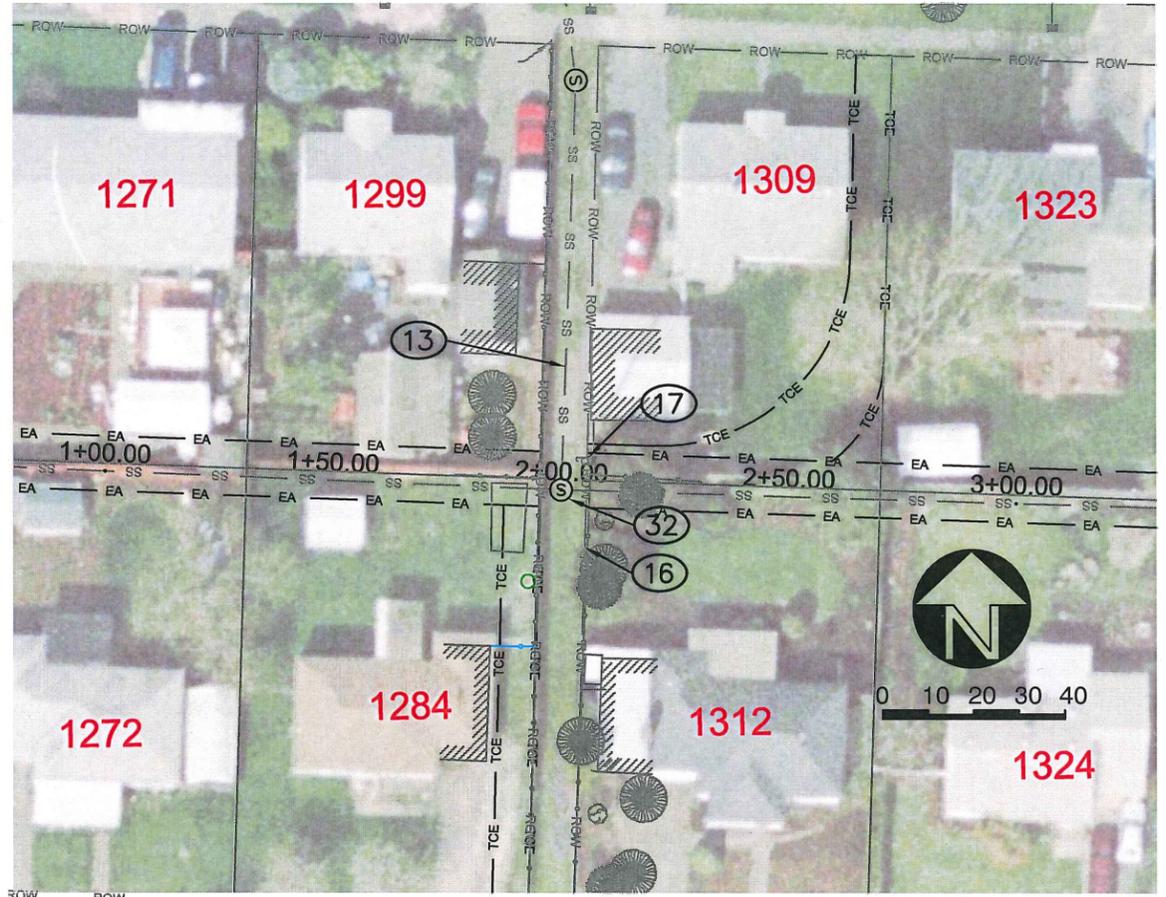
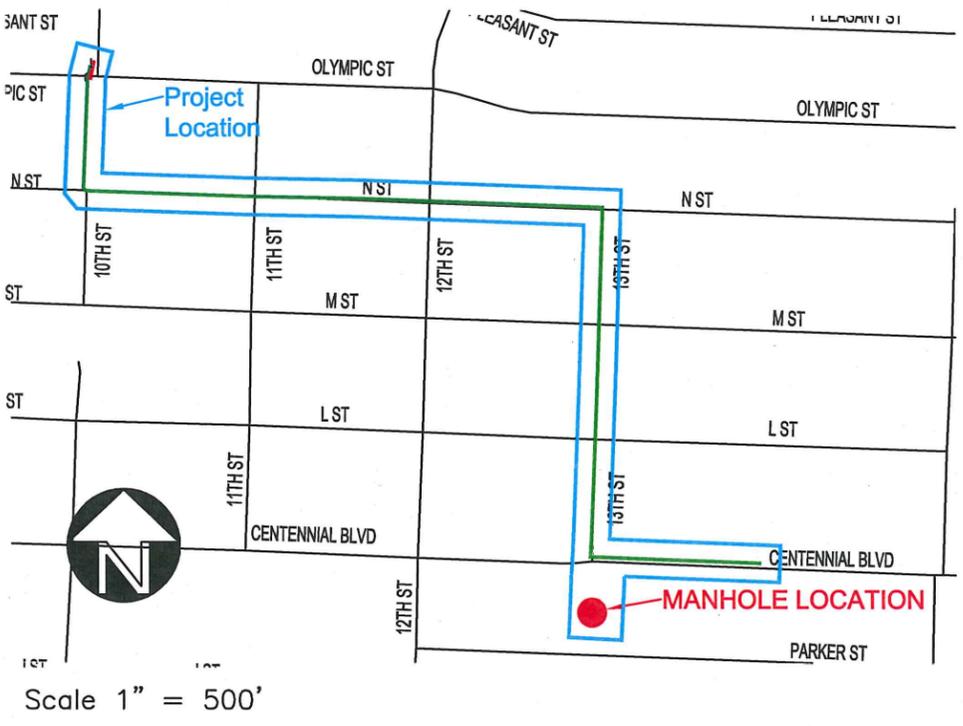
All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

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



CONTRACTOR TO INSTALL THE FOLLOWING SEWER MANHOLE BY OPEN TRENCH METHOD: SHEET 14, STA 2+00.

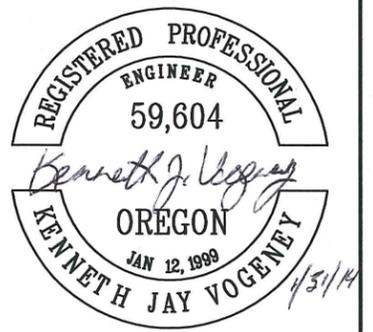
Scale 1" = 40'

No.	Revision/Issue	Date

NOTE:
 UTILITY LOCATIONS ARE APPROXIMATE
 DO NOT SCALE OR LOCATE UTILITY LINES OR MAINS FROM THESE DRAWINGS
 CALL FOR UTILITY LOCATES
 1-800-332-2344
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING UTILITY LOCATIONS PRIOR TO BEGINNING OF CONSTRUCTION. THESE PLANS MAY NOT SHOW ALL UTILITIES OR THE CORRECT LOCATIONS.

10TH AND N SEWER UPGRADE - PHASE 2
PROJECT P21067

City of Springfield
PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-3753 FAX (541) 736-1021
 INTERNET www.ci.springfield-or.gov



EXPIRES 6/30/14



City of Springfield
 225 Fifth Street
 Springfield, OR 97477

Bid Submittal – Revised 02/06/14

Project No. P21067
Project Title: 10th and N Sewer Upgrade – Phase 2

Bid Items:

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price Extension
Construction Bid Items					
0057	Imported Topsoil Restoration	1	L.S.		
0060	Mobilization, Demobilization, Bonding and Insurance	1	L.S.		
0063	Clearing and Grubbing	1	L.S.		
0064	Erosion Control	1	L.S.		
0065	Construction Entrance	7	EACH		
0066	Lawn and Landscaping Restoration	1	L.S.		
0073	Excavation Below Grade	100	C.Y.		
0075	Common Excavation	100	C.Y.		
0086	Aggregate Base ¾ - 0	500	TON		
0096	Crack Seal	2,000	L.F.		
0099	Slurry Seal	3,300	S.Y.		
0103	Asphalt Pavement Restoration	780	TON		
0104	A.C. In Place Class C	23	TON		
0117	Remove and Replace Guardrail	1	L.S.		
0123	Concrete Valley Gutter	20	S.Y.		
0132	Concrete Curb and Gutters	460	L.F.		
0137	4-inch Concrete Sidewalk	1,700	S.F.		
0141	Handicap Ramps	900	S.F.		
0142	Truncated Domes for Handicap Ramps	12	EACH		
0153	Chain Link Fence	200	L.F.		
0155	Wood Fence	260	L.F.		
0160	Bollards	4	EACH		
0169	Seeding	1	L.S.		
0197	Saw-Cutting Existing Surface	13,000	L.F.		
0257	8-inch ASTM D3034 SDR 35 Sanitary Sewer	10	L.F.		
0260	15-inch ASTM D3034 SDR 35 Sanitary Sewer	10	L.F.		
0261	18-inch ASTM F679 Sanitary Sewer	460	L.F.		
0263	24-inch ASTM F679 Sanitary Sewer	2,800	L.F.		
0277	New 48-inch Sanitary Sewer Manhole	10	EACH		
0277a	Remove and Replace 48-inch Storm Sewer Manhole	1	EACH		
0278	New 60-inch Sanitary Sewer Manhole	1	EACH		
0279	New 72-inch Sanitary Sewer Manhole w/ Stop Logs	2	EACH		
0280	New 84-inch Sanitary Sewer Manhole	2	EACH		
0281	Traffic Rated Manhole Collar	12	EACH		
0296	8-inch ASTM D3034 SDR 35 Storm Sewer	140	L.F.		
0297	10-inch ASTM D3034 SDR 35 Storm Sewer	120	L.F.		
0298	12-inch ASTM D3034 SDR 35 Storm Sewer	10	L.F.		
0299	15-inch ASTM D3034 SDR 35 Storm Sewer	10	L.F.		
0331	Remove and Replace Catch Basin	2	EACH		
0861	Controlled Density Fill	1,444	C.Y.		
0862	Private Property Documentation	1	L.S.		
0866	Grading	1	L.S.		
Construction Bid Items Total					

Traffic Bid Items					
0061	Temporary Traffic Control	1	L.S.		
0228	Plastic Markings	1	L.S.		
0236	Plastic Bicycle Pavement Markings	2	EACH		
0246	Install Street Signs	14	EACH		
Traffic Bid Items Total					
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 P21067 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 of \$1,000.00 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 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.

CONTRACTOR shall schedule work such that the flow control manhole, located south of the intersection of 13th Street and Centennial Boulevard, as shown on sheets 14A – 14C, will be installed prior to, or concurrently with, the start of the rest of the work on this project.

CONTRACTOR shall schedule work such that any and all work and restoration within the right of way is complete by October 15, 2014, including curb and gutter, sidewalk, asphalt, driveways, etc.

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.