

**City of Springfield
Development and Public Works Department**



Authorized by: Amanda L. Clinton
 Title: Contracts Analyst
 Date: 7-15-2022

Digitally signed by Amanda L. Clinton
 DN: cn=Amanda L. Clinton, o=City of Springfield,
 ou=Engineering, email=AClinton@springfield.or.gov, c=US
 Reason: I am the author of this document.
 Location: your signing location here
 Date: 2022.07.15 13:50:42-0700
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July 15th, 2022

Addendum Number 1 to the Invitation to Bid, for P21165; Gateway/Kruse Intersection Improvements

The City of Springfield is amending the above-mentioned Invitation to Bid issued on June 29th, 2022. This Addendum is hereby made a part of the original contract documents to the same extent as though it were originally included therein.

Question: Looking to get some clarification on BI 140, Level 3, 1/2-inch Asphalt. The BI Qty is for 48 TON, looking at the plans I only see the asphalt being used at the ramps for patching (detail 3-8). I only have 300 SF of patching and at 4" that comes to about 7.5 ton. Am I missing some other area where asphalt is needed?

Response: Quantities have been updated to:

Item No.	Item	Old / Incorrect Qty	Revised Qty	Notes
140	LEVEL 3, 1/2-INCH ASPHALT CONCRETE PAVEMENT	48	12	<ul style="list-style-type: none"> The previous quantity was based on the unit of SF. Concerning Ian's question, in addition to asphalt used at the ramps, there will also be asphalt used around the excavated island walking area. Including that, we have a conservative value of 12 tons

Additional quantities have been updated and are represented on a new Bid Submittal.

Item No.	Item	Old / Incorrect Qty	Revised Qty	Notes
170	CONCRETE WALKS	529	495	<ul style="list-style-type: none"> Value Adjusted per removal of truncated domes as their own bid item and extension of gutter
260	4" WHITE PAINT LINE	38	31	<ul style="list-style-type: none"> Calculation/incorporation error
270	8" WHITE PAINT LINE	134	214	<ul style="list-style-type: none"> Calculation/incorporation error

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



Bid Submittal

Updated 7/15/2022

Project No. P21165

Project Title: Gateway St. at Kruse Way Intersection Improvements

Bid Items:

Item No.	Description	Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
Construction Bid Items						
10	MOBILIZATION	00210	1	LS		
20	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	00221	1	LS		
30	TEMPORARY SIGNS	00222	268	SF		
40	TEMPORARY PLASTIC DRUMS	00224	79	EA		
50	TEMPORARY PAVEMENT LEGEND - LEFT TURN ARROW	00225	1	EA		
60	CONCRETE WASHOUT FACILITY	00280	1	EA		
70	EROSION CONTROL	00280	1	LS		
80	INLET PROTECTION, TYPE 10	00280	9	EA		
90	POLLUTION CONTROL PLAN	00290	1	LS		
100	CONSTRUCTION SURVEY WORK	00305	1	LS		
110	REMOVAL OF CURB RAMP, WALK, CURB, SURFACING	00310	172	SY		
120	MINOR ADJUSTMENT OF MANHOLES	00490	1	EA		
130	AGGREGATE BASE	00640	19	TON		
140	LEVEL 3, 1/2-INCH ASPHALT CONCRETE PAVEMENT	00744	12	TON		
150	CONCRETE CURBS – CURB AND GUTTER	00759	38	FT		
160	CONCRETE ISLAND	00759	1064	SF		
170	CONCRETE WALKS	00759	495	SF		
180	TRUNCATED DOMES ON NEW SURFACES	00759	66	SF		
190	CONCRETE TRANSITION PANELS	00759	313	SF		
200	4-INCH CONCRETE WALK, MEDIAN	00759	153	SF		
210	CONCRETE TRAFFIC SEPARATOR	00759	251	FT		

220	PEDESTRIAN HANDRAIL	00759	38	FT		
230	MONO-DIRECTIONAL WHITE TYPE I MARKERS	00855	75	EA		
240	BI-DIRECTIONAL YELLOW TYPE I MARKERS	00855	13	EA		
250	PERMANENT SURFACE MOUNTED TUBULAR MARKERS	00856	4	EA		
260	4" WHITE PAINT LINE	00860	31	FT		
270	8" WHITE PAINT LINE	00860	214	FT		
280	4" YELLOW PAINT LINE	00860	826	FT		
290	PAVEMENT LEGEND, TYPE B-HS: LEFT ARROW (LA)	00867	7	EA		
300	PAVEMENT BAR, TYPE B-HS	00867	265	SF		
310	PIPE SIGN SUPPORTS	00930	3	EA		
320	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	00940	49	SF		
330	RECTANGULAR RAPID FLASHING BEACON (RRFB), COMPLETE IN PLACE	00990	1	LS		
					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 P21151 in accordance with this Bid, the Contract Plans, Section 100 of the City of Springfield Standard Construction Specifications, 1994 Edition and all subsequent modifications, Parts 00200 through 03000 of the 2021 Oregon Standard Specifications for Construction, 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 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(5) 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.

Contract Award

Bids will be accepted and awarded in accordance with Oregon Public Contracting Law and Section 103.01 of the City's most recent version of the Standard Construction Specifications.

Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375.

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) 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 \$500.00 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 and a pre-construction meeting has been held. The Contractor shall complete the work under this Bid by December 31st, 2022.

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, 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.) 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.
- 4.) 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.
- 5.) 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 to 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 the 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. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.

- 6.) In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).
- 7.) In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.
- 8.) In compliance with ORS 279C.525, 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 13 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,
 - d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
 - e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.
- 9.) 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. The Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.) 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.
- 11.) 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).
- 12.) The Contractor performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described

in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560 as applicable in place at the time the quote is presented.

- 13.) Prior to performing any work under the Contract all Subcontractors shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.520 as applicable.
- 14.) In compliance with ORS 279C.836, the Contractor shall confirm that all Subcontractors have a valid public works bond on file with the Construction Contractors Board prior to allowing them to perform any work under the Contract.
- 15.) If the Contract specifies that the project includes Asbestos Abatement, the Contractor and all Subcontractors performing work on the project shall be licensed in accordance with ORS 467A.720 prior to performing any work on the project. Certification of compliance shall be presented to the City upon request.
- 16.) 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.
- 17.) The Contractor and all Subcontractors shall comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

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

As required by ORS 305.385(6), under penalty of perjury, by signing below the Contractor represents that, to the best of their knowledge, neither they nor any applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4) and have complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318. The Contractor shall also covenant to continue to comply with the tax laws of this state or a political subdivision thereof during the term of the Contract and that Contractor's failure to comply with such laws prior to execution of the Contract or during the term thereof is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

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.

If the Bid 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 Bid, 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.

Bidder's Signature _____

Bidder's Name (*Please Print*) _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

Date _____ E-mail Address _____