

**ADDENDUM NO. 1**

to **CONTRACT DOCUMENTS** for

Prospect Avenue Storm Drain  
Project No. TR6217  
Grants Pass, Oregon 97526

To All Plan Holders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Prospect Avenue Storm Drain; Project No. TR6217, Grants Pass, Oregon, as fully and completely as if the same were fully set forth therein:

**1. ON THE CONSTRUCTION PLANS...**

- **On Sheet 2 of 2 – Clarification of Note, “Existing 12” S.D. to be Abandoned” – 12” Pipe shall be Abandoned with water tight concrete plug inside manhole at Station 0+26 Left.**

**2. IN THE CONTRACT DOCUMENTS...**

- **Requirements Section:**
  - **Insert Attached Missing Pages (2-3) of the Requirements Section**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided and submitting the signed Addendum with the bid. Bids submitted without this Addendum will be considered irregular and may not be accepted.

RECEIPT OF THIS ADDENDUM IS ACKNOWLEDGED AND CONDITIONS ARE HEREBY

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Bidder's Name (Company)

BY: \_\_\_\_\_  
(Signature)

D. MANAGER OR SUPERINTENDENT

Bidder shall submit the form "Project Supervisor" (BID PROPOSAL – Page 7 of 10) for the person to be in charge of the work at the project job site. This person shall have complete authority to represent and to act for the Contractor, shall be able to authorize change orders regardless of their value, and shall carry out all directions by the City Engineer.

E. PROGRESS SCHEDULE

Bidder shall submit with the proposal the form "Project Schedule" (BID PROPOSAL – Page 9 of 10) showing the proposed order of work and the time required for completion of the major items of work. This work schedule shall take into account the management or handling of traffic as related to this project; safe, timely, and effective flow and dispersion of traffic; the least practicable interference with traffic; and orderly, timely and efficient prosecution of the work.

F. BIDDER'S BOND

Each bid must be accompanied by a certified check or bidder's bond payable to the City for 10% of the total amount of the bid. The checks or bonds of the bidders will be retained until City Council has approved awarding of the contract. Once Council has approved awarding of the contract, the checks or bonds of all except the lowest responsible bidder will be returned. The City will then attempt to negotiate and enter into a contract with the lowest responsible bidder. After entering into a contract with the lowest responsible bidder and having surety bonds executed and approved the check or bond of the lowest responsible bidder will be returned.

However, if Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the specified performance guarantee, prior to or at the time of the preconstruction meeting, then, in such event, the bid bond in the sum of 10% of the total amount bid deposited herewith, shall be retained by the City as liquidated damages, and it is agreed said sum is a fair measure for the amount of damage the City will sustain in the event Bidder shall fail or refuse to enter into the contract for said work and to furnish the performance guarantee for the performance of the work.

G. PERFORMANCE GUARANTEE

A performance guarantee in the form of a bond, cashier's check, certified check, letter of credit, or loan proceeds, in the amount of 100% of the contract price will be required for the faithful performance of the contract, and the bidder shall state in the proposal the type of guarantee and the name

and address of the financial institution (if any) which will be used in case the contract is awarded to the bidder. The performance guarantee will guarantee the repair of all damage due to improper materials or workmanship for a period of fifteen months after the acceptance of the work by the City. The City Council, as the local public contract review board, has the right to approve or disapprove of any performance guarantee.

H. STATUTORY PUBLIC WORKS BOND

The Contractor and subcontractors shall, prior to or at the preconstruction conference, before the commencement of any operations hereunder, file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries.

I. BASIC BID

- (1) Basic bid in the proposal for the general work will include all labor, materials, transportation, equipment, services, testing and acceptance in order to make a complete and finished project as shown.
- (2) The City reserves the right to reject any and all bids, to accept any bid or to waive any informalities. The City also reserves the right to delete any and all parts from the bid proposal.

J. INTERPRETATIONS

- (1) Bidder should notify Engineer at least five (5) days before bid opening date should omissions or errors be found in contract documents. Engineer will clarify by sending written instructions to all bidders in the form of Addenda which will become a part of the Contract.
- (2) Neither City nor Engineer will be responsible for any oral instructions or interpretations.
- (3) Addenda will be issued from the Engineering Division, 101 N.W. "A" Street, Grants Pass, Oregon 97526.