

ADDENDUM

Addendum No.: Two
Project Name: Centennial Park Phase III
Project No.: n/a
Date: October 22, 2009
To: All Bidders

NOTE: This Addendum forms part of the Contract Documents and modifies the drawings and specifications under Bid No. 2010-03, as noted below. Bidders submitting an offer must sign this form, acknowledging receipt of addendum, and supply it with their proposal. Failure to do so will subject the Bidder to disqualification.

REVISIONS TO SPECIFICATIONS:

1. Section 00 21 13 Instructions to Bidders
5.D Revise to Include
Bidders shall submit questions to Design Professional project contact by 3 p.m. Friday, October 23, 2009 to that any necessary addenda can be released per ORS requirements.
2. Section 00 41 00 Bid Form:
Revise to Include
Alternate #5 (see attached)
3. Section 01 30 00 Administrative Requirements:
Revise to Include
Form: Data Request and Agreement for use of Electronic Data (see attached)
4. Section 12 93 13 Site Furnishings
2.1.E Revise to Read
Players Benches: 1 per dugout at new and existing fields (8 total), model# LBA-15P with a 6" x 6" plate for attachment to existing decks, by LA Steelcraft, or approved equal, www.lasteelcraft.com.
5. Section 12 93 13 Site Furnishings
2.1.F Revise to Read
Bleachers: 4 total, model# BL0515SA by LA Steelcraft, or approved equal, www.lasteelcraft.com.
6. Section 26 00 00 Electrical:
2.06.B Revise to Read
The Scoreboards shall be Daktronics Model Numbers BA-518-11 with 18" x 108" ID panel. Color: Black.
7. Section 32 31 13 Chain Link Fences and Gates:
2.1.E Revise to Read
Rails: Provide top and bottom rail on all fencing. Provide mid-rail at all fencing 6-feet in height and taller.
 1. 20-foot high fencing shall have mid-rails at a minimum of 5-foot on-center.

8. Section 32 93 00 Plants:

2.2.C Revise to Include

Ball Field Skinned In-Field Mix: Players Choice Red Infield Conditioner, or approved equal, by Sunmark Seeds, (888) 214-7333. Install per manufacturers instructions by incorporating into top 2-inches to meet specified finished grade.

1. Subgrade shall be prepared to a depth of 12-inches to achieve a blend of 50% Sand and 50% Clay or Loam.

REVISIONS TO DRAWINGS:

1. Sheet D1.1: Key Note #7, revise to read – Demo and remove existing concrete pad and sub-base.
2. Sheet D1.1: Key Note #11, add the following:
Building floor surface is approximately three-quarters concrete, with the remainder as gravel. Electrical service from the well pump shall be safely abandoned. No water or sewer serve the building. Any City required permit for demolition shall be coordinated by the Contractor and paid by the Owner.
3. Sheet C2.4: Add Grading and Utility Note #21:
Site preparation for earthwork will also require the removal of the topsoil/root zone (assumed 4" thickness) from all grass areas. This material can be tested and amended per Section 32 93 00 to achieve the Project's definition of topsoil. Dump/fill material in Field #4 within this 4" thickness, except in the area noted in 1/C2.3, that cannot achieve the Project's definition of topsoil must be removed from site.
4. Sheet C8.1, Detail 6: Clarify asphalt type:
3" Class "C" AC, Level 2, 1/2-inch dense HMA per section 00745 of ODOT standard specifications.
5. Sheet L8.1, Detail 6: Clarify section:
Concrete thickness shall be 6-inches, aggregate base shall be 4-inch depth.

I have received, read and incorporated changes, per this addendum, in my proposed bid:

Signature

Date

BID PROPOSAL

Honorable Mayor and City Council
City Hall
Woodburn, Oregon 97071

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Bidder further agrees to complete construction of all work in all respects in accordance with the Special Provisions incorporated herein.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit set under Specifications of this document or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Woodburn, Oregon, using the rate formula outlined in Article G(5) of the General Conditions, and not less than \$150.00 per day, until the work shall have been finished, as provided by the Contract Documents.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents, it being expressly understood that the prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is declared that the Bidder will comply with all the provisions of ORS 279C.840. The workmen on the project will be paid not less than the prevailing rates of wages.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security in the sum of:

(In Words): _____

(In Numbers): \$ _____

deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction contract on this proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

_____, _____, _____
Street City State Zip

Agents Name: _____ Phone No. _____

The address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: _____ doing business at:

_____, _____, _____
Street City State Zip

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by Group Mackenzie for

CENTENNIAL PARK PHASE III

together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum of:

BASE BID:

_____ DOLLARS (in words)

\$ _____ (in numbers)

ALTERNATIVES:

Alternate # 1:

- A. Base Bid: Irrigation, lawn, and trees in area west of existing playground.
- B. Alternative: Add splash pad water feature components and associated concrete paving, utilities, benches, rain garden and landscaping. Delete lawn and adjust irrigation and tree placement.

Add _____ DOLLARS (in words)

Add \$ _____ (in numbers)

Alternate # 2:

- A. Base Bid: No work at existing Field #1.
- B. Alternative: Add grading Field #1, install associated utilities, adjust existing irrigation, re-seed, stockpile and re-install infield mix.

Add _____ DOLLARS (in words)

Add \$ _____ (in numbers)

Alternate # 3:

- A. Base Bid: Existing maintenance building to remain.
- B. Alternative: Add demolition of existing maintenance building, installation of new maintenance building, associated asphalt entry and parking, electric utilities, and fencing.

Add _____ DOLLARS (in words)

Add \$ _____ (in numbers)

Alternate # 4:

- A. Base Bid: No outfield fencing.
- B. Alternative: Add outfield fencing and top rail bumper at all four (4) ball fields.

Add _____ DOLLARS (in words)

Add \$ _____ (in numbers)

Alternate # 5:

- A. Base Bid: Paths as shown in plans per detail 6/C8.1.
- B. Alternative: Paths as shown in plans, replace asphalt with concrete. Utilize detail 2/C8.1 for concrete paths, eliminate gravel shoulder shown in detail 6/C8.1.

Add/Deduct _____ DOLLARS (in words)

Add/Deduct \$ _____ (in numbers)

PROFIT AND OVERHEAD FORMULA

For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit _____
	Overhead _____
Net Decrease	Profit _____
	Overhead _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title (If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation _____

By: _____

Title _____

Construction Contractor's Board No. _____

Attest: _____
Secretary

Initial "Bidder will comply with the provisions of ORS 279C.840.

*In accordance with ORS 279A.120(b) and as specified in the Invitation to Bid, I [] **am** [] **am not** (check appropriate box) a "resident bidder". Resident Bidder means a bidder that has paid unemployment taxes or income taxes to the State of Oregon during the 12- month period preceding submission of this bid and has a business address in this state.*

Attest: _____
Bidder

DATA REQUEST AND AGREEMENT FOR USE OF ELECTRONIC DATA

DATE: _____
 REQUESTOR'S NAME: _____
 REQUESTOR'S ADDRESS: _____

 REQUESTORS PHONE: _____
 REQUESTOR'S FAX NUMBER: _____
 REQUESTOR'S EMAIL: _____

TO: **GROUP MACKENZIE**
 Attention: **Jenny Richmond**
 1515 SE Water Ave, Suite 100
 Portland, Oregon 97214

RE: **Centennial Park Phase III**
Provision of Electronic Data
 Project Number 2080437.00

Dear Jenny:

Requestor hereby requests the following electronic data for subject project: **PROVIDE DESCRIPTION OF REQUESTED INFORMATION HERE:**

Requestor understands that the information contained therein may change during the course of the project.

Requestor will use the information only as follows: **PROVIDE DESCRIPTION OF USE HERE:**

Requestor acknowledges the following: Group Mackenzie is not responsible for any modifications to this data, whether intentional or unintentional, without Group Mackenzie's participation. All copyrights assigned to this data or portions of it shall remain the property of the original copyright holders. Although Group Mackenzie will make every effort to ensure the accuracy and completeness of information provided, Group Mackenzie will not be responsible for inaccuracy or incompleteness. Because of the differences among the many available software and hardware systems and the different ways in which various systems represent drawing elements, it is not possible to ensure complete, accurate information.

Upon acceptance of the data provided herewith, Requestor agrees to hold harmless and indemnify Group Mackenzie from all claims arising out of the use of the information provided. Requestor's signature below also acknowledges Conditions of Use, as described in the Contract Documents. **Requestor agrees to pay fifty (\$0) dollars for each file requested upon receipt.**

Signature

Printed Name