

From: School District No. 4J  
Facilities Management  
715 W. 4th Avenue  
Eugene, Oregon 97402

To: All Planholders of Record

**ADDENDUM NUMBER TWO**

**4J Bus Garage Propane Fueling System**

**Addendum date: May 19, 2016**

**Page 1 of 1**

This addendum is issued to clarify, change and correct the Project Manual and Contract Documents and shall form a part of the Contract. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

**GENERAL**

- 1) The Sign-in Sheets for each of the two pre-bid meetings is attached with this Addendum #2. Bidders must have attended at least one of the two pre-bid meetings to be eligible to submit a bid for this Project.
- 2) Horizontal Directional Drilling contractors familiar with this Project: Professional Underground Services, Inc., Dustin Smith, phone (541)343-2238.

**SPECIFICATIONS**

- 1) Section 00 01 00 - Table of Contents: Added "Section 00 23 00 - Alternates" to Table of Contents; Refer to attached revised Section 00 10 00.
- 2) Section 00 41 13 - Bid Form: Alternate #1 for providing alternate fueling nozzles added to Bid form; Refer to attached revised Section 00 41 13.
- 3) Section 01 23 00 - Alternates: Add Attached new Section 00 23 00 - Alternates to Project Manual.

**DRAWINGS**

- 1) ALTERNATE #1: Drawing M201: Add the following sentence to Keyed Note 26: Alternate #1: Provide Staubli nozzles (model GV14, Part No. N00331114) in lieu of Elaflex nozzles (model GasGuard GG-20).

**END OF ADDENDUM #2**

**DOCUMENT 00 01 10**  
**PROJECT MANUAL TABLE OF CONTENTS**  
 4J Bus Garage Propane Fueling System  
 100.736  
 May 19th, 2016

The following is a list of all Divisions, Sections, and Drawings which are included in the Project Manual

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<b>DIVISION 01 GENERAL REQUIREMENTS</b>		
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Section 22 05 53	Identification for Plumbing Piping and Equipment	2

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**APPENDIX**

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**DRAWINGS**

C001 – Cover Sheet
C101 – Civil Site Plan – Demo
C102 – Civil Site Plan – New
S1.0 – Structural Specifications
S102 – Structural Details
M001 – Mechanical Legend
M101 – Mechanical Plan
M201 – Piping Schematic
M501 – Mechanical Details, Diagrams and Schedules
E101 – Electrical Plan – Demo & New
E501 – Electrical Panel Schedule and One-Line Diagram

**DOCUMENT 00 41 13**  
**BID FORM**

**BID FOR:** 4J Bus Garage Propane Fueling System CIP Number 100.736  
**Submitted to:** Facilities Management Bid Deadline: 2 PM  
Eugene School District 4J May 24<sup>th</sup>, 2016  
715 West Fourth Avenue  
Eugene, Oregon 97402

Submitted by: \_\_\_\_\_  
(Company Name)

**BASE BID**

The undersigned proposes to furnish all material, equipment, and labor required for the complete project, and to perform all work in strict accordance with the Contract Documents for the lump sum prices indicated below with completion occurring on or prior to the dates indicated:

**BASE BID:**

Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

**ALTERNATE #1:**

Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

The undersigned agrees, if awarded the Contract, to substantially complete all Base Bid work on or before the dates specified in Section 01 11 00.

**BID SECURITY**

Accompanying herewith is Bid Security, which is not less than ten percent (10%) of the total amount of the Base Bid plus additive alternates.

**STIPULATIONS**

The undersigned acknowledges the liquidated damages provision included in the Supplementary Conditions.

The undersigned agrees, if awarded the contract, to comply with the provisions of Oregon Revised Statutes 279C.800 through 279C.870 pertaining to the payment of prevailing rates of wage.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) working days after receiving contract forms, a signed Agreement and a satisfactory Performance Bond and Payment Bond each in an amount equal to 100 percent (100%) of the Contract Sum.

For every Agreement of \$100,000 or greater in value, all Contractors and Subcontractors shall have a public works bond in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), in compliance with ORS 279C.836, before starting work on the project unless exempt. Contractor agrees to provide a copy of the Contractor's BOLI Public Works bond with the signed Agreement as Specified in the Supplementary Conditions.

The undersigned agrees that the Bid Security accompanying this proposal is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and bonds; and that if the undersigned defaults in executing that agreement within ten (10) days after forms are provided or providing the bonds, then the Bid Security shall become the property of the Owner; but if this proposal is not accepted within sixty (60) days of the time set for the opening of bids, or if the undersigned executes and delivers said agreement and bonds, the Bid Security shall be returned.

By submitting this Bid, the Bidder certifies that the Bidder:

- a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- b) has a satisfactory record of past performance;
- c) has a satisfactory record of integrity, and is not disqualified under ORS 279C.440;
- d) is qualified legally to contract with the Owner; and
- e) will promptly supply all necessary information in connection with any inquiry the Owner may make concerning the responsibility of the Bidder.

Prior to award of a Contract, the Bidder shall submit appropriate documentation to allow the Owner to determine whether or not the Bidder is “responsible” according to the above criteria.

The contractor agrees with the provisions of Oregon Revised Statutes 279C.505, which requires that the contractor shall demonstrate it has established a drug-testing program for employees and will require each subcontractor providing labor for the Project to do the same.

The undersigned has received addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive and has included their provisions in the above Bid amounts.

The undersigned has visited the site to become familiar with conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

The undersigned certifies that the Bidder is a \_\_\_\_\_ Bidder under ORS. ("Resident" or "Non-resident", to be filled in by Bidder)

Names of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_  
(City) (State) (Zip)

Telephone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signed By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
(Signature of Authorized Official. If bid is from a partnership, one of the partners must sign bid).

Date Signed: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

If corporation, attest: \_\_\_\_\_ Date: \_\_\_\_\_  
(Secretary of Corporation)

SEAL (If Corporate)

\_\_\_\_\_ Corporation  
 \_\_\_\_\_ Partnership  
 \_\_\_\_\_ Individual

Enclosed: Bid Security

**NON-DISCRIMINATION REQUIREMENT**

Contractor certifies that the Contractor has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The Contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age, unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Company or Firm Officer)

BY: \_\_\_\_\_  
(Type or Print Name)

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of my Firm)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that \_\_\_\_\_ understands and acknowledges that the above representations  
(Name of my Firm)

are material and important, and will be relied on by School District 4J in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from School District 4J of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Authorized Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Notary Public for Oregon)

My Commission Expires: \_\_\_\_\_

END OF BID FORM

## SECTION 01 23 00

### ALTERNATES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

##### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed, the time to complete, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

##### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.



**SECTION 01 23 00 – ALTERNATES**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. ALTERNATE No. 1: Provide alternate LPG fueling nozzles: Two (2) Staubli, UL listed, model GPV14 nozzles in lieu of two (2) Elaflex, UL listed, GasGuard model GG20 nozzles.

END OF SECTION 01 23 00



