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• A D D E N D U M # 5 •

TO ALL PLAN HOLDERS	DATE	JOB NO.:
	July 16, 2015	2302-033
	ATTN Plan Holders	
	RE	
	City of Newport Safe Haven Hill Tsunami Retrofit	

The following Addendum is part of the Contract Documents changes should be made to the referenced sections of the Contract Documents Dated June 2015:

Clarification/Notifications Items

1. C-410 Bid Form, Line Item 38 – Asphalt Concrete Pavement-Path
“Aggregate Base material shall be incidental to the work”.
Measurement shall be on a square yard basis.
2. C-410 Bid Form, Last Line Item – Landscape Restoration. Clarification: Line Item 37.
3. Wooden stairs shall have handrail on only one side.

Addenda Items

Volume 1 – Bidding Forms, Contract Forms, Etc.,

1. **C-410** Bid Form, Quantities have been updated and shall include;

Item 4-	1½”-0 Compacted Aggregate Sub Base (8” Deep):	<u>Change</u>	ton –	352
Item 5-	¾”-0 Compacted Aggregate Leveling Coarse:	<u>Change</u>	ton –	44
Item 7 -	3” AC Pavement (Roadway):	<u>Change</u>	ton –	132
Item 26 -	1” Conduit for Street lights – Installed:	<u>Change</u>	lf -	1900
2. Line Item has been Added to the Base Bid.

Item 38 -	Asphalt Concrete Pavement-Path (3” lift) with 4” Agg Base		sy -	1,116
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3. Wording has been Added to the description.

Item 15 -	6’ Concrete Sidewalk (4” thick):	<u>Add</u> “with 2” Agg Base”
Item 17 -	Residential Driveway Approach:	<u>Add</u> “with 2” Agg Base”
Item 18 -	Commercial Reinforced Driveway Approach:	<u>Add</u> “with 2” Agg Base”
Item 19 -	Handicap Access Ramp:	<u>Add</u> “with 2” Agg Base”

Volume 2 – Technical Specifications

1. Section 02740 Asphalt Concrete Pavement- 4.01 Measurement and Payment-

Add line " D. Measurement and Payment for Asphalt Concrete Pavement-Path shall be on a square yard basis for the amount stated on the Bid Form and shall include aggregate base, grading, backfill, driveway adjustment, curb adjustment and all work necessary to prepare and construct the Path."

Volume 3 – Project Drawings

1. E1- All 1" conduit installation. Communication conduit installed by others. Pole relocations, by others.

END OF ADDENDUM

Respectfully,
Civil West Engineering Services



Ralph R. Wenziger, P.E.
Project Manager

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BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



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BID FORM

**City of Newport
Safe Haven Tsunami Hill Retrofit
Project No. 2302-033**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Newport

Attn. Mr. Timothy Gross, PE, Director of Public Works/City Engineer

169 SW Coast Highway

Newport OR 97365

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

- (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
 - K. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the project is located not later than the date of execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder certifies that Bidder will comply with ORS 279C.838 or 279C.840 regarding prevailing wage rates.
- F. Bidder is is not a resident bidder as defined in ORS 279A.120.

ARTICLE 5 – BASIS OF BID

5.01 The basis of award of the Contract will be to the lowest & responsive bidder for the Basic Bid for the City of Newport – **City of Newport Safe Haven Tsunami Hill Retrofit:**

- A. Unit Prices have been computed in accordance with the General Conditions.
- B. The bidder agrees to hold all bid prices for sixty (60) days from date of bid opening.
- C. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- D. The identity of the successful Bidder for each individual schedule may not specifically be determined at the time of the opening of the Bids

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid – City of Newport Safe Haven Tsunami Hill Retrofit– Unit Price Bid

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	Mobilization - Bonds and Insurance	ls	1		
2	Construction Facilities and Temporary Controls	ls	1		
3	Demolition and Site Preparation	ls	1		
4	1 1/2"-0 Compacted Aggregate Sub Base Rock (8" Deep)	ton	352		
5	3/4"-0 Compacted Aggregate & Leveling Course	ton	44		
6	Woven Subgrade Geotextile	sy	8,930		
7	3" AC Pavement (Roadway)	ton	132		
8	Ditch Inlet (3" Rip Rap)	cy	4		
9	Ditch/Culvert Outfall (6"-8" Rip Rap)	cy	8		
10	Roadway Excavation (Cut/Fill)	cy	1,152		
11	Roadside V-Ditch Excavation	cy	285		
12	12" PVC Culvert	lf	24		
13	Manhole Frame Adjustment	ea	1		

14	CMU Retaining Wall	sf	800		
15	6' Concrete Sidewalk (4" thick) with 2" Agg Base	sf	5,172		
16	Typical Straight Type "C" Curb	lf	202		
17	Residential Driveway Approach with 2" Agg Base	sf	430		
18	Commercial Reinforced Driveway Approach with 2" Agg Base	sf	66		
19	Handi-cap Access Ramp with 2" Agg Base	sf	108		
20	Truncated Dome	sf	72		
21	Entry Bollard (Removable)	ea	1		
22	Bollards	ea	6		
23	12" Wide Thermoplastic Stop Bar/ Crosswalk	lf	143		
24	Electrical Connection Fee	ls	1		
25	Street Light Pole Base - Installed (Acorn)	ea	6		
26	1" Conduit & Materials for Street Light Pole Lighting - Installed	lf	1900		
27	Lighting Handhole	ea	7		
28	Wooden Retaining Wall	lf	141		
29	Wooden Handrail	lf	376		
30	4x4 Wooden Stairs W/Landing Pads	step	65		
31	Galvanized steel handrail	lf	90		
32	Trail (widen to 3')	ls	1		
33	Water Diverters	ea	10		
34	Tree Removal	ea	22		
35	Decorative Landscape Boulders (18"-24")	ea	6		

36	New 4' to 5' Tall Shore Pine (Pinus contorta)	ea	17		
37	Landscape Restoration	ls	1		
38	Asphalt Concrete Pavement-Path (3" lift) with 4" Agg Base	sy	1,116		

Total of Item Prices: \$ _____

(Numbers)

Total of Item Prices: _____

(In words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Form C-430);
 - B. List of Proposed Subcontractors; Form C-440, (First-Tier Subcontractors Disclosure Form submitted within 2 working hours after Bid closing time)
 - C. Statement of Qualifications, see Instructions to Bidders (Form C-200)
 - D. Contractor Responsibility Certification (C-460);
 - E. Residency Statement (C-461);
 - F. Drug Testing Statement (C-462);
 - G. Non-Discrimination Certification (C-463);
 - H. Oregon State Tax Law Compliance Certification (C-464);
 - I. CCB License Certification (C-465);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

BIDDER: *[Indicate correct name of bidding entity]*

By: *[Signature]* _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *[Signature]* _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

SECTION 02740 – HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes furnishing all materials, labor and equipment necessary to construct asphalt concrete pavement to the lines, grades and cross sections shown or established, including one or more courses and overlays. Work shall be performed in conformance with any applicable State, County and City Standards.

PART 2 PRODUCTS

2.01 DEFINITIONS

- A. Hot Mixed Asphalt Concrete (HMAC) – Asphalt concrete is a hot mix of asphaltic cement; well graded, high quality aggregate; mineral filler and additives, as required; plant mixed into a uniformly coated mass, hot laid in on a prepared foundation, and compacted to a specified density.
- B. Oregon Standard Specifications (OSS) – The 2008 Oregon Department of Transportation/APWA Oregon Chapter Standard Specifications for Construction.

2.02 MATERIALS

- A. Unless otherwise specified herein, types, grades, quality and proportions of materials shall conform to specified and/or applicable sections of the current Oregon Standard Specifications.
- B. HMAC shall be Level 3 HMAC, ½-inch Dense Graded Mix in accordance with OSS Section 00744.
- C. Asphalt Tack Coat shall consist of CSS-1 or CSS-1h emulsified asphalt (EA) tack coat conforming to OSS 00730.
- D. Base Aggregate shall be as specified in Section 02720 of these specifications.

PART 3 EXECUTION

3.01 WORKMANSHIP

- A. Unless otherwise specified herein, HMAC shall be mixed, processed, hauled, laid, compacted and finished in accordance with OSS Section 00744.
- B. Notify the Engineer at least 48-hours prior to placement of base aggregate and asphalt concrete pavement to permit inspection.
- C. When, in the judgment of the Engineer, the weather is such that satisfactory results cannot be achieved asphalt concrete paving operations shall be suspended. Owner shall not be liable for damages or claims of any kind or description due to the suspension of operations by the Engineer. HMAC shall not be placed when the ambient temperature is below 35° F.
- D. Adhere to all applicable State and/or OSHA regulations pertaining to road closure, traffic control, and other related safety precautions.

- E. To provide for the convenience and safety of the traveling public, pavement replacement shall be performed immediately following the completion of backfilling operations. In the event that pavement replacement cannot be performed as such, the Contractor shall maintain the trench backfill on a daily basis, as directed, until pavement replacement has been completed.
- F. Subgrade and aggregate base shall be prepared, compacted and finished in accordance with Section 02720.
- G. Pavement Sawcutting
 - 1. Utility trenches in existing pavement areas shall be sawcut immediately prior to repaving. Sawcuts shall be made a minimum of 6-inches outside the limits of the trench, or to the outer extents of pavement damaged as a result of the Contractor's operations, whichever is greater.

H. Tack Coat Asphalt

- 1. Contact surfaces of manholes, catch basins, gutters and existing pavements shall be treated with a layer of tack coat asphalt. Do not place on wet surfaces.
- 2. Joints between existing and new AC pavement shall be filled with tack coat asphalt.
- 3. Apply tack coat asphalt with a pressure distributor capable of uniformly applying the emulsified asphalt at even heat on variable surface widths up to 16-feet, at readily determined and controlled rates from 0.05 to 0.20 gallons per square yard, and with uniform pressure. Pressure distributor shall include a tachometer, pressure gages, accurate volume measuring devices and a thermometer for measuring temperature of tank contents. Pressure distributor shall be equipped with a positive power asphalt pump and full circulation spray bars adjustable both laterally and vertically. Set bar height for triple lap coverage.
- 4. Minimum surface temperature at the time of placement of tack coat asphalt shall not be less than 50° F.
- 5. Tack coat shall only be applied to clean dry surfaces. All loose material should be removed by sweeping, flushing with water or other approved methods.
- 6. Apply tack coat asphalt at the following rates for the indicated surfaces.

Surface	Application Rate (gallons / yd ²)	
	Undiluted	Diluted 1:1 with Water
New HMAC	0.05 – 0.07	0.10 – 0.13
Oxidized HMAC	0.07 – 0.10	0.13 – 0.20
Milled HMAC	0.10 – 0.13	0.20+

- 7. Tack coat asphalt shall be at a temperature between 140° F and 185° F as recommended by the manufacturer at the time of application.
- 8. Do not place HMAC on the tack coat until the asphalt separates from the water, but before it loses its tackiness.

I. Asphalt Concrete Pavement

- 1. HMAC shall be a minimum of 250° F at the time of placement.

2. Storage of HMAC in silos shall not be permitted.
3. Control of line and grade shall be manual.
4. HMAC shall be covered during hauling if rain or cold air temperatures are encountered any time between loading and placement. HMAC will be rejected if any of the following is observed: mix falls below minimum specified temperature; slumping or separating; solidifying or crusting; absorbing moisture. Rejected loads shall be disposed of at the Contractor's expense.
5. Deposit HMAC from the hauling vehicles so segregation is prevented. HMAC shall not be windrowed.

J. Placement

1. HMAC should be placed using a self-contained, self-propelled paver supported on tracks or wheels that do not contact the mix being placed.
2. When leveling irregular surfaces and raising low areas, do not exceed 2-inches actual compacted thickness on any one lift.
3. Place the mix in the number of lifts and courses, and to the compacted thickness for each lift and course as shown on the Plans. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.
4. The compacted depth of new asphalt concrete pavement on public streets shall be 2-inches, minimum. Asphalt concrete paving for utility trench patches shall be 2-inches, minimum, or shall match the existing paving, whichever is greater. Asphalt concrete overlays on public streets shall have a minimum thickness of 2-inches. On non-public roads or driveways, match existing thickness, with a minimum thickness of 2-inches. Asphalt concrete pavement in excess of 2-inches thick shall be constructed in multiple lifts of approximately equal thickness. The maximum compacted thickness of any individual lift shall not exceed 2-inches.
5. The compacted depth of new asphalt concrete pavement on multi-use paths shall be 3-inches, set in a single lift. As shown on the Plans.
6. Pavement shall be placed, shaped, compacted and finished to the grades and cross sections shown on the Plans or established. Taper new overlays at limits to match existing asphalt pavement.
7. HMAC shall be compacted using self-propelled steel wheeled static rollers, vibratory rollers, or pneumatic tired rollers capable of achieving the minimum compaction specified. If vibratory rollers are used, they should be specifically designed for compaction of HMAC, have adjustable amplitude and frequency, and be capable of at least 2000 vibrations per minute. Finish rolling should be performed by a static roller or a vibratory roller in the static mode.
8. Asphalt concrete pavement shall be compacted to a minimum of 92% relative compaction with the theoretical maximum density determined by AASHTO T-209. Testing shall be performed at random locations using a nuclear gauge operated in the back-scatter mode. At least one density test shall be performed every 1000 lineal feet on each spread or a minimum of one test each day of production.

9. No traffic shall come in contact with any newly paved surface until surface has cooled and set sufficiently to prevent marking. The Contractor is responsible for traffic control.

K. Warranty

1. Contractor shall maintain all asphalt concrete paved areas and shall furnish all required materials and workmanship at no additional cost to the Owner for a period of one year following the Owner's acceptance of the complete project.
2. If any newly paved asphalt concrete surfaces settles, cracks, breaks, or becomes otherwise defective within the warranty period as described herein, then the deficiencies or damages in surfacing shall be immediately repaired by the Contractor upon request and in a manner approved by the Engineer.
3. All costs incurred in the repair of deficiencies or damages shall be borne by the Contractor, with no additional compensation allowed.

PART 4 SPECIAL PROVISIONS

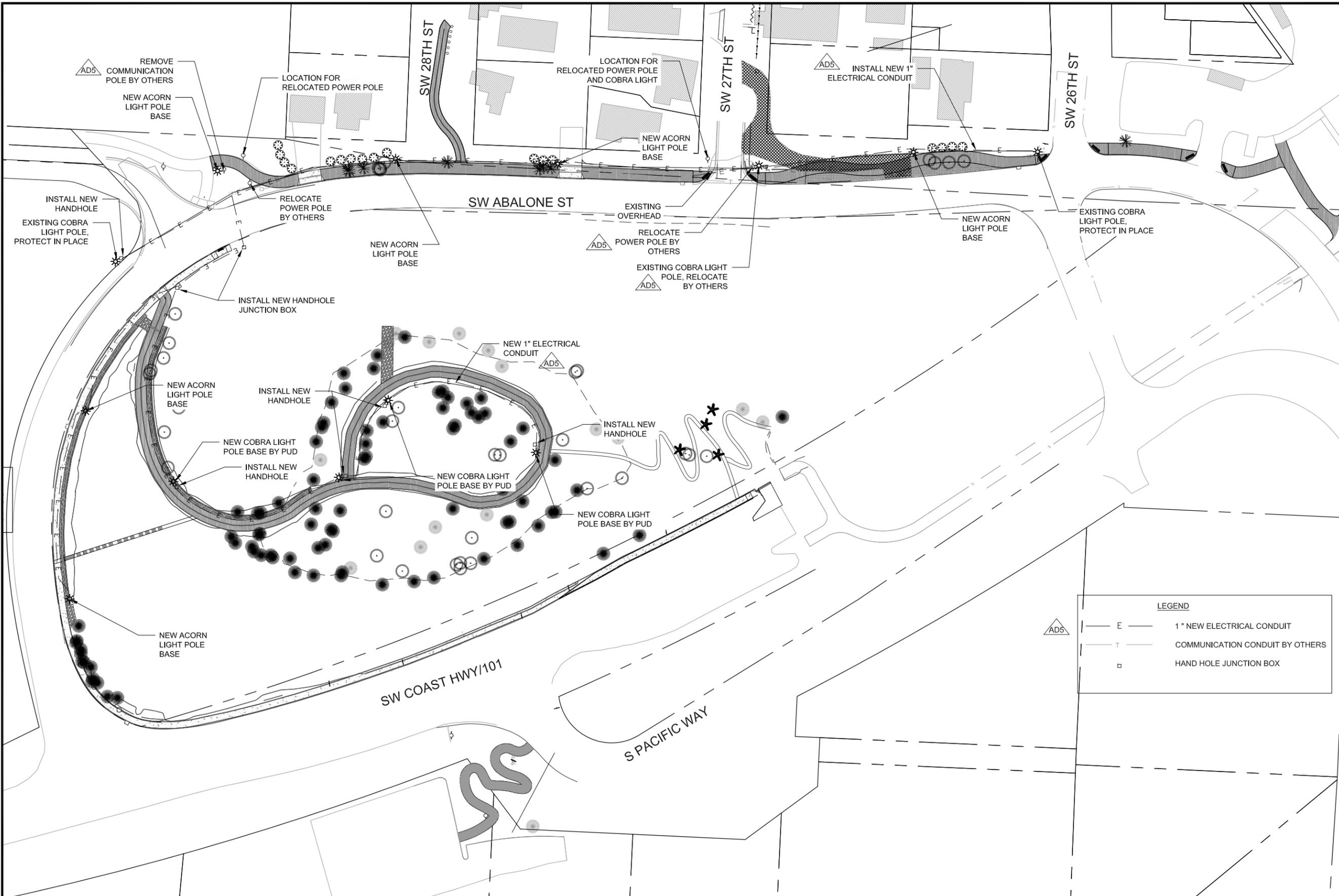
4.01 MEASUREMENT AND PAYMENT

- A. Measurement and payment for the excavation, disposal, backfill, and other preparation of trenches is included within the lineal foot cost for Trench Excavation, Bedding & Backfill.
- B. Measurement and payment for Utility Trenches shall be specified in Section 02315 – Trench Excavation, Bedding and Backfill.
- C. Asphalt Concrete Pavement
 1. Measurement and payment for Asphalt Concrete Pavement shall be made on a tonnage basis, at the unit price stated on the Bid Form. Payment shall include full compensation for all work necessary to prepare and construct the asphalt concrete pavement. There will be no separate measurement of bituminous cements or additives contained in the mixture or used otherwise in the work. Payment will be made only for material incorporated into the specified limits.
 - a. Asphalt Concrete Pavement for utility trenches shall be paid on a tonnage basis, at the unit price stated on the Bid Form. The limits of the trench patching shall be as established herein, including sawcuts. Additional costs for repair of pavement damaged by the Contractor outside the trench and sawcut limits as described herein shall be borne by the Contractor.
 2. A separate ticket shall accompany each load delivered to the job site and shall be given to the Engineer before the load is spread. No ticket will be accepted unless it shows the date, ticket number, driver's name, project name, batch number, truck weight, gross weight and tonnage of asphalt.
 3. All trucks shall be weighed at least once each day while unloaded and weighed while loaded for each trip. Platform scales furnished by the Contractor shall be tested and certified.
- D. Measurement and Payment for Asphalt Concrete Pavement – Path shall be on a square yard basis for the amount stated on the Bid Form and shall include aggregate base,

grading, backfill, driveway adjustments, curb adjustments, and all work necessary to prepare and construct path.

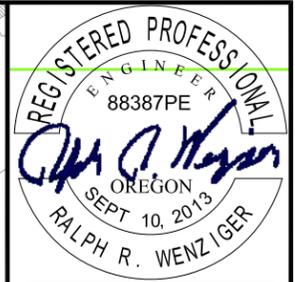
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DATE: 7/15/15 FILE: Y:\CW_Projects\2002 Newport\2002-033 Safe Haven Hill Tsunami Retrofit\Drawings\DWG\SAFE HAVEN HILL-4\WORKING.dwg



1
E1

LIGHTING PLAN
NOT TO SCALE



541-264-7040
www.civilwest.com
609 SW Hubert St.
Newport, Oregon 97365

REV.	DATE	DESCRIPTION	BY	CHKD.
1	7/14/15	ADDENDUM #5 (AD5)	RW	

Designed By: RRR	Drawn By: JUB	Checked By: MDW
Project No: 2302-033		

CITY OF NEWPORT
LINCOLN COUNTY, OREGON

SAFE HAVEN HILL TSUNAMI RETROFIT

LIGHTING AND CONDUIT PLAN

Date: July 2015

Sheet No: E1