

ADDENDUM 1

DLR GROUP  
421 SW 6<sup>th</sup> Ave, Suite 1212  
Portland, OR 97204  
503-274-2675

May 10, 2016

NOTICE TO BIDDERS: Amend the Project Manuals to the above referenced project as follows:

PROJECT MANUAL

- ITEM NO. 1     DOCUMENT 001113 – REQUEST FOR QUOTATIONS
- A.    Delete section 001113 and substitute with attached section 001113.
    - 1.    Change site walk date to May 16, 2017 at 10:00 a.m.
- ITEM NO. 2     DOCUMENT 004000 – INSTRUCTIONS TO BIDDERS
- A.    Delete section 004000 and substitute with attached section 004000.
    - 1.    Revise IB.02.4 – change site walk date to May 16, 2017 at 10:00 a.m.

ADDENDUM ATTACHMENTS

Attachment Document 001113 Request for Quotations  
Attachment Document 004000 – Instructions to Bidders

END OF ADDENDUM 1

SECTION 001113 – REQUEST FOR QUOTATIONS

**Advertisement for Repairs, Replacements, and Repainting**

Junction City School District is soliciting bid proposals for the combined repairs, replacement, and repainting at Laurel Middle School, located at 1401 Laurel Street, Junction City, OR 97448.

Bids are due by Tuesday, May 23, 2017 at 3:00 p.m. to Junction City School District, Attn: Alison Covey at 325 Maple St, Junction City, OR 97448.

A single signed copy of the bid must be in an opaque, sealed envelope with a label stating the name of the proposer and the title “Junction City School District – Junction City High School Addition and Renovations – Bid Enclosed”. Bids will be opened after the 3:00 closing and read aloud.

The District plans to repair pertinent damage to siding, fascia, soffits, window/door frames; replace the gutters and downspouts; repair an existing covered walkway; and re-cover the roof of the main gymnasium of Laurel Elementary School.

Copies of the Bid Solicitations may be obtained from Junction City School District, Attn: Alison Covey at 325 Maple St, Junction City, OR 97448 or by e-mail at [acovey@junctioncity.k12.or.us](mailto:acovey@junctioncity.k12.or.us).

All questions must be in written form and shall be directed to DLR Group, Elizabeth Delorme via e-mail at [edelorme@dlrgroup.com](mailto:edelorme@dlrgroup.com). Questions other than general information, will be answered in the form of an addendum. Elizabeth Delorme can also be reached by phone at 503-274-2675.

A non-mandatory walk-thru of the site is scheduled for **May 16, 2017 at 10:00 a.m.** The Contractors will meet at Laurel Elementary School at 1401 Laurel Street, Junction City, OR 97448, where general information will be provided. Non-general questions raised at the walk-through must be submitted in writing to [edelorme@dlrgroup.com](mailto:edelorme@dlrgroup.com). Answers provided at the walk-through are non-binding.

The Junction City School District reserves the right to reject any and all proposals due to being either non-responsive or if it is determined to be in the best interests of the District to do so. The District also reserves the right to waive any and all informalities in the course of their review and decision to award.

There is no asbestos abatement required or intended under this solicitation.

This project is subject to Prevailing Wages under the Lane County schedule per State of Oregon BOLI.

Today’s Date:	Tuesday, May 9, 2017
Quotes Due:	Tuesday, May 23, 2017

By: Jordan Pfeifer

END OF SECTION 001113

SECTION 004000 – INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accord with these Instructions to Bidders.

IB.01 DEFINITION

Bidding Documents include the Advertisement to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids. The definition of “ORS” as is used in these documents refers to the Oregon Revised Statutes. All public works projects shall comply with ORS 279C. See Exhibit A at the end of this section.

IB.02 BIDDING DOCUMENTS

IB.02.1 COPIES OF BIDDING Documents may be obtained from Junction City School District, Attn: Alison Covey at 325 Maple St, Junction City, OR 97448 or by e-mail at [acovey@junctioncity.k12.or.us](mailto:acovey@junctioncity.k12.or.us).

IB.02.2 QUESTIONS AND INTERPRETATIONS: Submit questions about Bidding Documents to the Jordan Pfeifer at [jordan@dechase.com](mailto:jordan@dechase.com) or by phone at 415-531-2247. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Design Firm and the Owner will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before the Bid opening cannot be answered.

IB.02.3 SUBSTITUTIONS: To obtain approval to use unspecified products, Bidders shall submit written requests at least five (5) days before the Bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Architect-Engineer will approve it in an Addendum issued to Prime Bidders of record. Use the standard CSI form.

- .1 Substitutions will only be accepted after the Bid Opening if compliant with Section 012500.

IB.02.4 PRE-BID CONFERENCE: A non-mandatory walk-thru of the site is scheduled for **May 16, 2017** at 10:00 a.m. The Contractors will meet at Laurel Elementary School at 1401 Laurel Street, Junction City, OR 97448, where general information will be provided. Non-general questions raised at the walk-through must be submitted in writing to [edelorme@dlrgroup.com](mailto:edelorme@dlrgroup.com). Answers provided at the walk-through are non-binding.

IB.03 CONDITIONS OF WORK

IB.03.1 EXAMINATION: Bidders shall carefully examine the Bidding Documents and construction site (as necessary) to obtain firsthand knowledge of existing conditions. The Contractors will not be given extra payments for conditions which can be determined by examining the site and Bidding Documents.

IB.03.2 BUILDING PERMIT: If determined to be needed by the local jurisdiction a general building construction permit will be obtained and paid for by the District. The Contractor will be required to obtain any and all other permits.

IB.03.3 AFFIRMATIVE ACTION REQUIREMENTS/EQUAL EMPLOYMENT OPPORTUNITY: Bidders shall solicit sub- bids from available minority Subcontractors and suppliers engaged in the trades or materials covered by the Bidding Documents.

IB.03.4 SUBCONTRACTORS: proposed by the Bidder shall be acceptable to the Owner. The sub-contractor disclosure statement shall be submitted by the Bidder within 2 hours of the time for acceptance of the bids and provided in a separate sealed envelope as further explained in paragraph IB.04.5.

IB.03.5 Bidders shall acknowledge in submitting a bid that they have familiarized themselves with the work.

IB.03.6 PREVAILING WAGE: As this project is for public works capital improvements, the Contractor must pay all labor Prevailing wages as determined by the State of Oregon. These costs must be included in the Bid. Further information regarding these requirements is as set forth in ORS 279C. See Exhibit A at the end of this Section.

IB.04 BIDDING PROCEDURE

IB.04.1 PREPARATION OF BIDS:

- .1 Bids shall be submitted on unaltered Bid Forms furnished in this document.

- .2 Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of Oregon incorporation registration number, and, if a foreign corporation, it shall state whether or not the corporation is licensed to do business in the State of Oregon as a foreign corporation. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
- .3 Fill in all blank spaces for bid prices in ink or typewritten words, and submit one (1) copy.
- .4 The Bidder must submit a Bid for all Alternates shown on the Bid Form for the Base Bid that they are responding to. No segregated or qualified bids will be accepted.
- .5 Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

IB.04.2 BID SECURITY:

- .1 Cash or a certified check; payable to **Junction City School District**, in the amount of five percent (5%) of the Bid, or a Bid Bond executed by the Bidder in the amount of five percent (5%) of the amount of the Bid, shall be submitted with each Bid.
- .2 If, within ten (10) days after notice of acceptance of his Bid, the Bidder refuses to enter a contract or fails to furnish bonds, as described in these Instructions to Bidders, for the faithful performance of the Contract and payment of obligations arising there under, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- .3 If a Bid Bond is submitted, it shall be issued by a surety company authorized by the State of Oregon to issue such bonds, shall be acceptable to the Owner; and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

- .4 Bid Security of the three (3) lowest Bidders will be retained until a contract is signed and required bonds and insurance are filed, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.
- .5 Bid Security shall accompany the Bid.

IB.04.3 SUBMISSION OF BIDS:

- .1 Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address and the Project name and that a "BID IS ENCLOSED".
- .2 Bids shall be addressed to:  
  
**To: Alison Covey, Business Manager**  
**Junction City School District**  
**325 Maple St**  
**Junction City, OR 97448.**
- .3 Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to **Business Manager** as shown in Item IB.04.3.2.
- .4 Bids shall be deposited at the designated location prior to the time and date of receipt of Bids indicated in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will be returned unopened.

IB.04.4 MODIFICATION OR WITHDRAWAL OF BID:

- .1 Bid may not be modified, withdrawn, or canceled by the Bidder until sixty (60) days after the time and date for receipt of Bids.

- .2 Prior to the time and date for receipt of Bid, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. Modifications shall be so worded as not to reveal the amount of the original Bid.
- .3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids. Bid Security shall be sufficient for the Bid as modified or resubmitted.

#### IB.04.5 SUBCONTRACTOR DISCLOSURE STATEMENT

- .1 Per ORS 279C.370, the Prime Contractor submitting a bid must also submit a First-tier subcontractor disclosure within a SEPARATE sealed envelope addressed to the same party as identified for receipt of the bids. This must be submitted within 2 hours of the time noted for final acceptance of the bids. If a bidder fails to provide the sub-contractor disclosure within this time frame, the bid will not be opened, and the bidder considered non-responsive.

#### IB.05 CONSIDERATION OF BIDS

IB.05.1 OPENING OF BIDS: Bids will be publicly opened and read aloud.

IB.05.2 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES: The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required bid security or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.

IB.05.3 ACCEPTANCE OF BID:

- .1 The Owner shall have the right to accept Base Bids and Alternates in any order or combination and to determine the low Bidder on the basis of the sum difference of the Base Bids and the Alternates accepted.

- .2 It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.
- .3 Times for completion indicated elsewhere in the bidding documents are based upon a Notice to Proceed being issued to the lowest qualified bidder within thirty (30) calendar days of the bid opening.

#### IB.06 QUALIFICATION OF CONTRACTORS

IB.06.1 QUALIFICATION STATEMENT: At the Owners discretion and request, the Bidder shall provide the Owner with a properly executed Contractor's Qualification Statement on AIA Document A305, with 48 hours after the bid opening.

IB.06.2 DISQUALIFICATION: The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

IB.06.3 LICENSE AND REGISTRATION: The Contractor must be registered with the State of Oregon in the manner, and as stipulated, in the ORS.

#### IB.07 SUBMISSION OF SUBCONTRACTOR LIST

IB.07.1 SUBCONTRACTOR LIST: Provide the Sub-Contractor Disclosure as described in paragraph IB.04.5 above. The FULL Subcontractor List must be completed and submitted within one (1) week of bid opening.

#### IB.08 PROTEST OF AWARD PROCEDURES

IB.08.1 If a bidder wishes to appeal or protest the awarding of a bid to someone other than the bidder protesting, a written appeal or protest must be received by the District's Owner's Representative no later than 72 hours after the day the Notice of Intent to Award or Disqualification has been postmarked.  
Address appeal to: APPEAL OF AWARD TO BID FOR PROJECT NAME, Attn: Junction City School



District, Attn: Alison Covey at 325 Maple St, Junction City, OR 97448. Appeals or protests by bidders who are not adversely affected will be rejected.

IB.08.1a Appeals must specify the grounds for the appeal including the specific citation of law, regulation, rule and procedure upon which the protest is based.

IB.08.1b Appeals not filed within the time specified in the timeline provided or which fail to cite the specific law, rule, regulation or procedure upon which the appeal is based shall be dismissed. An issue that could have been raised by a written request for information is not grounds for appeal.

#### IB.09 POST-BID INFORMATION AND SUBMITTALS

IB.09.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: covering the faithful performance of the Contract and the payment of all obligations arising there under, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate to the Architect-Engineer, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the Owner and properly licensed in the State of Oregon. The bonds provided must be in compliance with the ORS 279C.

IB.09.2 PUBLIC WORKS BOND: All independent contractors working on a qualifying public works project must obtain and file with the Contractor's Board (CCCB) a public works bond with a corporate surety authorized to do business in Oregon for the amount of \$30,000 before starting work on a contract or subcontract for a public works project (Mandated by SB477 (2005)). A copy of this bond with documentation of the amount remaining on the bond shall be provided to the Owner prior to beginning the work. More information can be obtained from the Construction Contractor's Board web site at:

[www.ccb.state.or.us/New Web/Licensing/new\\_public\\_works\\_bond.htm](http://www.ccb.state.or.us/New%20Web/Licensing/new_public_works_bond.htm).

END OF SECTION 000400

EXHIBIT 'A' FOLLOWS THIS SECTION

**Exhibit A- Latest ORS 279C**

**7.13 The Contractor shall:**

- 7.13.1 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
- 7.13.2 Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.
- 7.13.3 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.
- 7.13.4 Pay to the Department of Revenue all sums withheld from employees under **ORS 316.167**.
- 7.13.5 In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug-testing program is in place.

**7.14 The Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.**

**7.15 If the Contractor:**

- 7.15.1 Fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
  - 7.15.2 Or a first-tier Subcontractor fails neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under **ORS 279C.580 (4)** and ending upon final payment, unless payment is subject to a good faith dispute as defined in **ORS 279C.580**. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
  - 7.15.3 Or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in **ORS 279C.580**.
- 7.16 A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and **in such cases, except in cases of contracts for personal services as defined in ORS 279C.100**, the employee shall be paid at least time and a half pay:

- (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (C) For all work performed on Saturday and on any legal holiday specified in **ORS 279C.540**.

7.16.1 An employer must give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**7.17 The Contractor:**

7.17.1 Shall promptly, as due, make payment to any person, co partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

7.17.2 Is either an employer that will comply with **ORS 656.017** or employer that is exempt under **ORS 656.126**.

**7.18 CONTRACTOR/SUBCONTRACTOR RELATIONS (REQUIRED BY ORS 279C.580)**

7.18.1 Contractor is required to include in each subcontract for property or services entered into by Contractor and first-tier subcontractor, including a material supplier, for the purpose of performing this construction Contract:

7.18.1.1 A payment clause that obligates Contractor to pay first-tier subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to Contractor by Owner under such contract; and

7.18.2 An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from Owner, to pay to first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that Contractor or first-tier Subcontractor did not make payment when payment was due is that Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be:

7.18.2.1 For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

7.18.2.2 Computed at the rate specified in **279C.515(2)**.

- 7.18.3 Contractor is further required to include in each of its subcontracts, for the purpose of performance of such Contract condition, a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section and require each of its subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.
- 7.18.4 Contractor shall not request payment of any amount withheld or retained in accordance with **ORS 279C.580** until such time as Contractor has determined and certified to Owner that subcontractor is entitled to the payment of such amount.
- 7.18.5 A dispute between Contractor and a first-tier Subcontractor relating to the amount or entitlement of a Subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection **(4) or (5) of ORS 279C.580** does not constitute a dispute to which Owner is a party. Owner shall not be included as a party in any administrative or judicial proceeding involving such a dispute.

**7.19 PREVAILING RATE OF WAGE (REQUIRED BY ORS 279C.800 TO 279C.870)**

- 7.19.1 The hourly rate of wage to be paid by any Contractor or subcontractor to workers upon all public works whose contract price exceeds \$50,000 shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed as determined by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359, incorporated by reference herein.
- 7.19.2 The latest prevailing wage rates for public works contracts in Oregon, published on January 1, and July 1 of each year by the Bureau of Labor and Industries (BOLI), is hereby incorporated as part of the Contract Documents and follows this page.
- 7.19.3 Contractor and subcontractor(s), if any, shall keep the prevailing wage rates for this project posted in a conspicuous and accessible place in or about the project.
- 7.19.4 Contractor shall pay a fee equal to one-tenth of one percent (.1 percent) of the price of this Contract. However, in no event may a fee be charged or collected that is more than \$5,000 or less than \$100. The fee shall be paid on or before the first progress payment or 60 calendar days from the date work first began on the Contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries  
Wage and Hour Division  
Prevailing Wage Unit  
800 NE Oregon Street, #32  
Portland, Oregon 97232

- 7.19.5 If Contractor or subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the project, it shall post notice describing such plans in a conspicuous and accessible place in or about the project. The notice shall contain information on how and where to make claims and where to obtain further information.

**7.20 PUBLIC WORKS BOND**

- 7.20.1 The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under **ORS 279C.836 (7) or (8)**.
- 7.20.2 The Contractor must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836 (7) or (8).