



ADDENDUM NO. 3

TO THE INVITATION TO BID DOCUMENTS
FOR
Table Rock Road Resilient Water Pipeline Project
(CIPW-22-00363)

June 23, 2023

This addendum provides changes to the Contract Documents for the above-titled Project to be considered by each Bidder. This addendum shall be included with the Bid and, when executing the Contract, will be part thereof. Any changes to the Contract Documents made by this addendum shall become a part of the Contract Documents, and all unchanged items shall remain in full force. It is the responsibility of all Bidders to conform to this addendum.

CLARIFICATIONS

Item No.	Response or Clarification
1-01	There is no additional sub-surface data beyond what is included in Volume IV, Geotechnical Baseline Report and Geotechnical Data Report.
1-02	Changes have been made to the description for bid item #5, found in Section 01 29 00. This item has been revised to include asphalt cutting to a maximum depth of 10 inches. See Addendum items below.
1-03	Product information for components shown on the lay drawings are available from the manufacturer.

Item No.		Response or Clarification
1-04		The items supplied by Medford Water are listed in Section 01 64 00, Owner-Furnished Products and in the Addenda.

ADDENDUM ITEMS

Item No.	Specification or Drawing Number	Location and Description of Change
A-01	Schedule	REPLACE the Bid Schedule in its entirety with the attached revised Bid Schedule. All dates/times on revised Bid Schedule shall take precedence over dates/times listed in alternate locations within the Bidding Documents.
A-02	Form of Bid	REPLACE the Form of Bid in its entirety with the attached revised Form of Bid, removing the line item for "Asphalt Cutting (Greater than 10 inches)."
A-03	01 29 00 1.06 B	ADD the following at the end of description of Pipe and Appurtenances, Backfill and Temporary Surface Restoration: "Includes all work associated with asphalt cutting up to a maximum depth of 10 inches."
A-04	01 29 00 1.06 B	ADD the following description for bid item #17, Asphalt Cutting for asphalt depth of between 10 and 24 inches: "Includes all Work associated with asphalt cutting depths of between 10 and 24 inches. Payment shall be measured by the lineal foot of trench. If the asphalt cutting depth differs on opposing sides of the trench, measurement for payment shall be based on the side of trench with greater asphalt depth. This item covers any additional costs for total pavement depths up to 24 inches. Saw cutting costs for the first 10 inches of asphalt are included in bid item 5. Bid items 17 and 18 are not cumulative. Only one of bid item 17 or bid item 18 shall be paid at any asphalt sawcut location over 10 inches in depth."
A-05	01 29 00 1.06 B	ADD the following description for Bid Item #18, Asphalt Cutting for asphalt depths of greater than 24 inches: "Includes all Work associated with asphalt cutting depths of 24 inches and greater. Payment shall be measured by the lineal foot of trench. If the asphalt cutting depth differs on opposing sides of the trench, measurement for payment shall be based on the side of trench with greater asphalt depth. This item covers any additional costs for total pavement depths greater than 24 inches. Saw cutting costs for the first 10 inches of asphalt are included in bid item 5. Bid items 17 and 18 are not cumulative. Only one of bid item 17 or bid item 18 shall be paid at any asphalt sawcut location over 10 inches in depth."
A-06	01 29 00 1.06 B	REMOVE in its entirety Bid Item description for "Asphalt Cutting (Greater than 10 inches)."

ACKNOWLEDGEMENT: All Bidders shall acknowledge receipt and acceptance of this Addendum on the Bid Form. Bids submitted without acknowledgment may be considered informal.

End of Addendum No. 3

BOARD OF WATER COMMISSIONERS
CITY OF MEDFORD, OREGON

By: BT
Brad Taylor, General Manager

Receipt acknowledged and conditions agreed to this _____ day of _____, 2023.

Bidder: _____

By: _____
(Signature)

(Print Name)

REVISED SCHEDULE

Addendum #3

(All Times are Local Time)

Plans/Specs. Available..... **Tuesday, May 23, 2023**

(Contract documents will be available online to download. Please contact Mark Depner, Purchasing Agent at mark.depner@medfordwater.org or (541) 774-2459 for login password to access documents.)

Mandatory Pre-bid Conference (in person) **Thursday, June 1, 2023**
Duff Water Treatment Plant Conference Room **10:00 a.m.**

Last Date to Protest Specifications (in writing)..... Tuesday, June 6, 2023

Deadline - Contractor's Prequalification **Tuesday, June 6, 2023**
(Use the Prequalification Form included in this Bid Document) **4:00 p.m. – Local Time**
Email to: kevin.caldwell@medfordwater.org

Deadline - MW's Prequalification Response Friday, June 9, 2023

Deadline - MW's Response to Specs Protest..... Monday, June 12, 2023

Deadline - Bidder's Prequalification Appeal
(in writing)..... Tuesday, June 13, 2023 – 5:00 p.m.

Deadline - Bidder's Submittal of Written Request for
Clarification Wednesday, June 14, 2023 – 5:00 p.m.

Deadline - MW's Response to Prequal Appeal Thursday, June 15, 2023

Deadline - Last date to Issue Addenda **Friday, June 23, 2023**

Bid Opening **Thursday, June 29, 2023, 2:00 p.m.**
Microsoft Teams Conference Call; see special instructions in
Information For Bidders

Subcontractor Disclosure Due..... **Thursday, June 29, 2023 – 4:00 p.m.**

Bid Tabulation..... **Friday, June 30, 2023**

Notice of Intent to Award **Wednesday, July 5, 2023**

Last Date to Protest Award (in writing)..... **Wednesday, July 12, 2023 – 5:00 p.m.**

Medford Water's Response to Award Protest **Monday, July 17, 2023**

Award Contract **Wednesday, July 19, 2023**

Notice of Award Thursday, July 20, 2023

Notice to Proceed Upon Execution of Contract (anticipated early August)

Project Substantial Completion Friday, December 20, 2024

Project Final Completion Friday, January 31, 2025

Engineer's Estimate **\$15,500,000.00**

REVISED FORM OF BID, Addendum #3

(Bidders must use the completed "Form of Bid" page 1 sent with prequalification letter)

(Attach this form to the bound Bid Document and submit, complete with bid)

PREQUALIFICATION

You are hereby notified that

Name of Bidder

Has been prequalified in accordance with
ORS Ch. 279B.110-130 to submit this Bid.

Mark Depner, Purchasing Agent, Medford Water

Date

BID OF:

Company

Address

_____ Name of Bidder (PRINT)	_____ Signature	_____ Title
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_____ Phone Number	_____ FAX Number
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E-mail Address

to furnish and deliver all material, except as otherwise noted, and to do and perform all work in accordance with the Contract Documents of the Medford Water, Medford, Oregon, for
TABLE ROCK ROAD RESILIENT WATER PIPELINE PROJECT
CIPW-22-00363

TO: Medford Water
Medford, Oregon 97501

Ladies and Gentlemen:

The undersigned hereby certifies that the only parties interested in this bid are named herein, that this bid is made without collusion with any person, firm, or corporation, and that no officer or employee of the Medford Water is directly or indirectly interested in this bid.

The undersigned Bidder further certifies that the terms of the Public Improvement Contract and Statutory Public Contract Provisions shall be complied with. Each bid must contain a statement as to whether the bidder is a resident as defined in ORS 279A.120. All employers working under the contract are subject to the workers compensation laws of the State of Oregon and must comply with ORS 656.017 pertaining to Worker's Compensation. Temporary employees, leased workers, independent contractors do not qualify for Medford Water benefits. No bid for a construction contract shall be considered by the public contracting agency unless the bidder holds a business license with the City of Medford, and is registered in the State of Oregon with the Construction Contractors Board.

The undersigned Bidder additionally certifies that they have carefully examined the Contract Documents for the above proposed construction and that they have personally inspected the site of the work; that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions involved; that they have exercised their own judgment and investigation regarding subsurface information and conditions; and that they will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by said Contract documents in the manner prescribed therein and in accordance with the requirements of the Engineer under them, which Documents are hereby made a part of this bid.

The undersigned Bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the following schedule, to-wit:

BID FORM					
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED BID PRICE
1.	Mobilization	Lump Sum	1		
2.	Trench Safety System	Lump Sum	1		
3.	Temporary Erosion and Sediment Control	Lump Sum	1		
4.	Demobilization	Lump Sum	1		
5.	Pipe and Appurtenances, Backfill and Temporary Surface Restoration	Linear Feet	18,500		
6.	Railroad Crossing (Approximate Station 33+08 to Station 33+82)	Lump Sum	1		
7.	Whetstone Creek Crossing (Approximate Station 72+00 to Station 75+08)	Lump Sum	1		
8.	Swanson Creek and Gregory Road Crossing (Approximate Station 108+73 to Station 111+17)	Lump Sum	1		
9.	Upton Slough Creek Crossing (Approximate Station 164+48 to Station 165+52)	Lump Sum	1		
10.	Air Valve Assembly	Each	10		
11.	Blowoff Assembly	Each	7		
12.	Additional Utility Pothole Investigation	Each	20		
13.	Utility Relocations	Each	5		
14.	Final Surface Restoration	Square Feet	210,000		
15.	Temporary Traffic Control	LS	1		
16.	Assist MW with Flushing/Testing/Disinfection	LS	1		
17.	Asphalt Cutting for asphalt depths of between 10 inches and 24 Inches.	Linear Feet	6,150		
18.	Asphalt Cutting for asphalt depths of greater than 24 inches.	Linear Feet	6,150		
19.	Avista Gas Relocation (Allowances)	LS	1	\$35,000	\$35,000
20.	Lumen (formally Century Link) Communications Relocations (Allowances)	LS	1	\$15,000	\$15,000

	Dollars	\$	
Total Amount in Words			Total Amount in Figures

The undersigned also agrees as follows:

First: To do any extra work not covered by the above schedule of prices which may be ordered by the Engineer, and to accept as full compensation thereof for such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Section 1-7-5 of the "General Specifications."

Second: Within ten (10) days from the date of the Notice of Award of this Bid, to execute the Contract and to furnish to Medford Water, Medford, Oregon, satisfactory Performance and Payment Bonds as stated in the Information for Bidders, guaranteeing the faithful performance of the work and payment of bills.

Third: To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to completed by January 31, 2025.

Fourth: That in the event that the Contract is awarded to the undersigned and that the work is not completed within the time limit including Milestone(s) time limit, or as extended, liquidated damages shall be paid to Medford Water at the rate of Five Hundred and 00/100 (\$500.00) per day until the work shall have been completed as provided by the Contract Documents. Sundays, Saturdays, and legal holidays shall be excluded in determining days of default.

Fifth: That in the event that the Contract is awarded to the undersigned and that the Tie-in work is not completed within the time limit as specified in Volume II Specification 01 31 13 Project Coordination Article 1.06, liquidated damages shall be paid to Medford Water at the rate of Three Thousand and 00/100 (\$3,000.00) per day until the tie-in work has been deemed completed and operational by the Owner. Sundays, Saturdays, and legal holidays shall be included in determining days of default.

Sixth: If a discrepancy exists as entered on the bid form between a bid item subtotal and the product of the entered unit price times the bid quantity, the entered unit price will prevail and be utilized to recalculate the bid item subtotal. Also, if a discrepancy exists as entered on the bid form between the sum of the total amounts of bid items and the bid schedule total, the total amounts of bid items will prevail and be utilized to recalculate the bid schedule total.

Seventh: Bidder acknowledges that ORS 279C.840 or 40 U.S.C. 276a will be complied with.

Eighth: The Bidder acknowledges the following Addenda: _____,
dated _____.

Dated this _____ day of _____, 2023.

(If an individual, partnership or non-incorporated organization)

Signature of Bidder _____

By _____

Address of Bidder _____

Contractor's Taxpayer I.D. # or Social Security Number _____

State Contractor's Registration No. _____
(Construction Contractor's Board)

SIGNATURES AND ADDRESSES OF MEMBERS OF THE FIRM

_____	_____
_____	_____
_____	_____

(If a corporation)

Signature of Bidder _____

By _____
Name Title

Business Address _____

Contractor's Taxpayer I.D. # or Social Security Number _____

State Contractor's Registration No. _____
(Construction Contractor's Board)

Incorporated under the laws of the State of _____

Names of Officers	(President	_____	_____
		Name	Address
	(Secretary	_____	_____
		Name	Address
	(Treasurer	_____	_____
		Name	Address