



Request for Proposals

for

CM/GC Services

Addendum 1: 16 November 2016

Proposal Due Date: 2 December 2016 at 2:00PM

This addendum is hereby made a part of the RFP to the same extent as though it was originally included therein.

Proposers must acknowledge receipt of all addenda as part of their RFP response. Proposals that fail to acknowledge all addenda may be considered non-responsive and may be rejected.

Addendum 1 to the RFP consists of the following items:

1. Attachment #2 – Standard Form of Agreement Between Owner and Contractor

Replace Section 15.6.1.6.2 with the following:

For all work performed on Saturday and on any legal holiday specified as follows:

- a. Each Sunday.
- b. New Year's Day on January 1.
- c. Martin Luther King, Jr.s Birthday on the third Monday in January.
- d. Presidents Day, for the purpose of commemorating Presidents Washington and Lincoln, on the third Monday in February.
- e. Memorial Day on the last Monday in May.
- f. Independence Day on July 4.
- g. Labor Day on the first Monday in September.
- h. Veterans Day on November 11.
- i. Thanksgiving Day on the fourth Thursday in November.
- j. The Friday after Thanksgiving
- k. Christmas Day on December 25.

2. Attachment #2 – Standard Form of Agreement Between Owner and Contractor

Add the following Section 15.6.1.6.3:

For the purpose of this section, each time a legal holiday, other than Sunday, listed in Section 15.6.1.6.2 falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in Section 15.6.1.6.2 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

3. Attachment #3 – General Conditions of the Contract for Construction

Add the following Section 9.10.2.7:

Maintenance Warranties and Guarantees: Prior to final acceptance, the Contractor shall transfer to the Owner all unexpired manufacturer’s warranties and guarantees for materials and equipment installed on the project. Such warranties and guarantees shall recite that they are enforceable by the Owner.

4. Attachment #3 – General Conditions of the Contract for Construction

Add the following sentence to the end of Section 12.2.2.1:

In addition to the above requirements all manufacturer warranties shall be for the period specified after the date of Substantial Completion of Work or designated portion thereof.

5. Attachment #3 – General Conditions of the Contract for Construction

Replace the last sentence of Section 11.1.2.1.1 with the following:

The following Employer’s Liability Insurance will be carried:

- \$ 2,000,000.00 Each Occurrence
- \$ 2,000,000.00 Disease Each Employee
- \$ 2,000,000.00 Disease – Policy

6. Attachment #3 – General Conditions of the Contract for Construction

Replace the insurance coverage limits of Section 11.1.2.1.2 with the following:

The following Commercial General Liability Insurance will be carried:

- \$ 2,000,000.00 Each Occurrence Limit
- \$ 3,000,000.00 General Aggregate
- \$ 3,000,000.00 Products/Completed Operations Aggregate
- \$ 3,000,000.00 Personal and Advertising Injury
- \$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

The policy shall be endorsed to have the General Aggregate apply to this Project only.

7. Attachment #3 – General Conditions of the Contract for Construction

Replace the last sentence of Section 11.1.2.1.3 with the following:

The following Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles will be carried:

- \$ 2,000,000.00 Each Occurrence Combined Single Limit
- \$ 3,000,000.00 Aggregate Bodily Injury & Property Damage
- or
- \$ 2,000,000.00 Each Person Bodily Injury
- \$ 2,000,000.00 Each Occurrence Bodily Injury
- \$ 2,000,000.00 Each Occurrence Property Damage
- \$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

The policy shall be endorsed to have the General Aggregate apply to this Project only.

8. Attachment #3 – General Conditions of the Contract for Construction

Add the following Section 11.1.2.1.7:

Asbestos Liability. The Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, The Contractor or subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

9. Attachment #3 – General Conditions of the Contract for Construction

Add the following Section 11.1.2.1.8:

Lead Liability. The Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

10. Attachment #3 – General Conditions of the Contract for Construction

Replace Section 11.4 with the following:

The Contractor shall provide “all-risk” Builder’s Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as Owner’s final acceptance of the project.

11. Attachment #5 – Project Certifications

Attachment #5 is a new attachment to the RFP for CM/GC services. Each Proposer shall include a fully executed Attachment #5 - Project Certifications with their submission.

Enclosures:

Attachment #5 – Project Certifications

End of Addendum 1

ATTACHMENT #5
Construction Manager/General Contractor (CM/GC) Services
Project Certifications

Prevailing Wage Certification

I hereby certify that, in accordance with the provisions of ORS 279C.838 and 279C.840, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be not less than the prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed.

Firm Name

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Public Works Bond Certification

I hereby certify that, in accordance with the provisions of ORS 279C.830, _____ and
Firm Name
Subcontractors, upon execution of the Contract, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000.00, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

Certification of Resident Bidder

I hereby certify that, under the provisions of ORS 279A.120, _____ is a
Firm Name
resident bidder of the state of _____.

Signature of Authorized Person

Date

Print Name & Title of Authorized Person

