

CONWAY LAW, PLLC

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ALL MEMBERS OF WASHINGTON BAR
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July 16, 2020

Allen Westersund
City of Camas
616 NE 4th Ave.
Camas, WA 98607
awestersund@cityofcamas.us

**Re: Ne 3rd Ave. Bridge Seismic Retrofit Project
City Project Number: T1010
Response to Notice of Protest**

Dear Mr. Westersund:

I represent Conway Construction, Inc. (“Conway”). This letter is in response to a July 1, 2020 protest letter from Stellar J Corporation (“Stellar J”). Stellar J failed to give Conway proper notice of their protest. Conway recently received the letter, but only after being made aware of its existence by others and requesting a copy from the City clerk.

Stellar J acknowledges that Conway is the low bidder for the NE 3rd Avenue Bridge Seismic Retrofit Project but claims that Conway’s bid is nonresponsive. Stellar J’s makes the following allegations as to why Conway’s bid should be disqualified:

- (1) The timing of Conway’s submittal of its Specialty Subcontractor Pre-Qualification form for the ground improvement scope of work;
- (2) Conway changing its ground improvements specialty subcontractor after bid time;
and
- (3) Conway significantly underbidding the ground improvements scope of work.

Stellar J is asking the City to reject Conway’s bid and requests award of the contract. Stellar J’s letter contains numerous factual inaccuracies and incorrect assumptions and it is not founded in law. Conway’s bid is responsive and they should be awarded the contract.

Stellar J allegations regarding the timing of Conway’s submittal of the Specialty Subcontractor Pre-Qualification form.

Stellar J cites the Bidding Documents, page I-5 (it’s actually page I-6), paragraph 19 which states that the Bidding Documents require that the City award the project to the “lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.” This paragraph goes on to list seven specific criteria. These include:

1. The ability, capacity, and skill of the bidder to perform the contract or provide the service.
2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
3. Whether the bidder can perform the contract within time specified.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the bidder with laws relating to the contract or services.
6. Fully executed Declaration of Participation in E-Verify Program Form.
7. Such other information as may be secured having a bearing on the decision to award the contract.

Conway's bid satisfied all seven of these criteria. Nowhere among these criteria is there any mention of the submission of a Specialty Subcontractor Pre-Qualification form.

Next, Stellar J points to the Bidding Documents, page I-15, "Note to Bidder". However, this clause pertains only to the criteria listed on page I-15. Stellar J's footnote asserts non-responsiveness criteria much broader than the letter or intent of the clause itself. Again, nowhere among the actual criteria listed is there any mention of the submission of a Specialty Subcontractor Pre-Qualification form.

Stellar J then turns to the top of proposal page I-28 that states that the Specialty Subcontractor Pre-Qualification form is "to be submitted with the bid proposal." Bidders' proposals for the subject solicitation are comprised of multiple components with varying due dates and times. One component was due no later than 11 a.m. on June 29. Another was due 24 hours thereafter. (See Special Provision 1-02.9 on page VI-10). Meanwhile, the solicitation documents do not list a specific time and date for submission of the Specialty Subcontractor Pre-Qualification form.

Elsewhere Stellar J cites The Bidder's Check List. The check list asks, "Did you include the Underutilized Disadvantaged Business Enterprise (UDBE) written confirmation document?" This component is due June 30, but the check list does not distinguish times and dates for required components of the bid proposal, including that for the Specialty Subcontractor Pre-Qualification form.

Stellar J affirms that Conway's Specialty Subcontractor Pre-Qualification form was submitted within 24 hours of 11 a.m. on June 29. However, without citing any evidence, Stellar J accuses Conway of perpetrating "bid shopping" and "bait and switch" tactics. Stellar J's theory is that Conway took a \$365,600.00¹ risk by deceitfully submitting an unreasonably low bid with the hope of finding a subcontractor after the bid opening who could do the ground improvements at a fraction of the cost. Stellar J surmises that Conway purposely failed to submit the Specialty Subcontractor Pre-Qualification form so it could allow its bid to be rejected if it failed to find a subcontractor who could perform the work for a low price. Not only does Stellar J's theory make no sense, Stellar J fails to support it with any evidence.

The facts clearly do not support Stellar J's manifold accusations. Prior to June 29, Conway solicited ground improvement proposals from four separate specialty subcontractors. One of

¹ In Stellar J's letter they compare Conway's bid for the ground improvement work at \$104,400 to the next lowest number of \$470,000.00. \$470,000.00 less \$104,400.00 is \$365,600.00.

these subcontractors was PLI Systems, whom Conway approached on June 23. Attached is Exhibit A, a copy of the resulting proposal submitted by PLI Systems. Note that it is dated “Mon, Jun 29, 2020 at 10:44 am.” This is 16 minutes prior to the City’s bid opening. Soliciting qualified subcontractors and then timely incorporating their last-minute proposals into a general contractor’s bid is standard industry practice and does not comprise “bid shopping” or “bait and switch” tactics.

Conway did initially include information pertaining to Condon-Johnson. However, when PLI submitted its proposal Conway scrambled to revise its pricing and purge Condon-Johnson from its bid. This is also common practice for general contractors.

Conway’s bid is responsive and should be accepted. Even if it was held that Conway’s bid was in some way informal or infringed on a technicality, the City may still accept it. Stellar J conveniently omits the fact that on page IV-14 of the bidders proposal, immediately below the signature line, it states that the City of Camas reserves the right to waive any formality or technicality in a proposal in the interest of the City.

Stellar J also disregards well-settled law in Washington pertaining to the City’s rights and responsibilities regarding immaterial irregularities and the award of contracts:

- A public agency is only required to reject a bid that contains a material irregularity. *A.A.B. Electric, Inc. v. Stevenson Pub. School Dist.* 303, 5 Wash.App. 887, 889, 491 P.2d 684 (1971); *Land Constr. Co. Inc. v. Snohomish County*, 40 Wash.App. 480, 482, 698 P.2d 1120 (1985).
- An irregularity is only material if it results in a substantial advantage or benefit not enjoyed by other bidders. *Gostovich v. City of West Richland*, 75 Wn.2d 583, 587, 452 P.2d 737 (1969) (emphasis added).
- Immaterial or minor irregularities may be waived at the discretion of the agency. *Id.*
- A public entity must accept the lowest responsive bid. *Cornell Pump Co. v. City of Bellingham*, 123 Wn.App. 226, 232, 98 P.3d 84 (Div. 1 2004).

Stellar J fails to demonstrate how a less than one-day delay in submitting a Specialty Subcontractor Pre-Qualification form has given Conway a *substantial advantage* or a *benefit not enjoyed by other bidders*. In fact, Washington courts have ruled that the lateness of a bid could be waived as a minor informality, *Quinn Const. Co., L.L.C. v. King County Fire Protection Dist. No. 26*, 111 Wn.App. 19, 44 P.3d 865 (Div. 1 2002), and that an informality as to a matter of form does not prejudicially affect the substantial rights of the interested parties. *Eastside Disposal Co. v. City of Mercer Island*, 9 Wash. App. 667, 671, 513 P.2d 1047, 1051 (1973).

As Stellar J explains in its letter, the purpose of the Specialty Subcontractor Pre-Qualification form is to ensure that the ground improvements subcontractor complies with the project requirements of Special Provision Section 8-05. Conway submitted its Specialty Subcontractor Pre-Qualification form that confirmed that its subcontract so complied. The purpose of the form was met.

Stellar J Alleges that Conway changed its ground improvements specialty subcontractor after bid time.

At 10:01 am on June 29, Conway received a proposal from Condon-Johnson for \$429,850 for items 51, 52 and 53. Time was of the essence so, as a precaution, Conway initially incorporated it into Conway's bid.

Forty-three minutes later PLI submitted its proposal for \$85,000.00 for bid items 51, 52 and 53 which was substantially less than Condon-Johnson's proposal. Conway then expeditiously revised its bid price component. In the ensuing commotion, Conway failed to remove Condon-Johnson's name from the subcontractor mandatory bidder responsibility criteria form. Stellar J admits that this form is not required.

In no way does this form indicate that Conway committed to use Condon-Johnson. Conway clearly incorporated PLI's pricing into the bid. For bid items 51, 52, and 53, PLI's price was \$85,000 while Condon-Johnson's price was \$429,850. Conway bid \$111,900 for Bid Items 51, 52, and 53. Stellar J's theory that Conway relied on Condon-Johnson's bid makes no sense and is clearly false.

Stellar J acknowledges that the "Subcontractor Mandatory Bidder Responsibility Criteria" form is not required. In any case, nowhere does the solicitation demark where this bid component ends. Clearly it begins on sheet I-27, but it is unclear if it ends there or at I-30. One can interpret this clause deeming as optional the June 29 submittal of all four pages.

Stellar J's allegations are unfounded. The evidence shows that that Conway priced its proposal reasonably and acted fairly.

Stellar J alleges that Conway significantly underbid the ground improvement scope of work.

Stellar J argues that Conway significantly underbid the ground improvement work. Stellar J attempts to support this allegation by noting the difference between bid prices and in the Bidding Documents, page I-4, paragraph 7.

Conway was drastically closer to the Engineer's estimate than was Stellar J. The engineer's estimate for the ground improvement work was \$225,875.00 and Conway's bid was \$104,400.00. Conway was lower by \$121,475.00. Stellar J's bid of \$550,000.00 was \$324,125.00 higher than the engineer's estimate.

Stellar J claims that because Conway's bid was less than Stellar J's that it is Conway's bid that must be erroneous. This is incorrect. The evidence shows that Conway submitted a fair and reasonable bid from a qualified specialty subcontractor. Stellar J over-bid the work at 243% of the engineer's estimate.

Stellar J caps their argument with further speculation about an "obvious concern that Conway made an error in its bid". Stellar J compounds its speculation by claiming that "a significant bid error such as this could negatively impact performance on the project."

Stellar J insinuates that Conway is proposing an unqualified subcontractor. Stellar J again has no evidence of this. Conway has submitted credentials which clearly establish the satisfactory qualifications of PLI.

Further, on a July 14, 2020 telephone call, Jeff Carlson of Stellar J explicitly stated to David Conway that PLI was not a qualified subcontractor. Mr. Carlson had no response when he was asked to explain why, if he believed PLI was not qualified, did Stellar J call PLI and chastise them for not offering Stellar J a proposal before the bid price opening. Stellar J is fully aware that PLI is qualified.

Stellar J's accusations are baseless. Conway acted with honor and propriety and will perform accordingly.

Summary

Indeed, fairness is the issue here. It was Conway who scoured the market to locate, solicit and qualify multiple specialty subcontractors. Only Conway reached-out to PLI Systems. No other bidder bothered to make the effort, until after bids were opened and Conway's specialty subcontractor was revealed.

Conway and PLI carefully examined the solicitation, visited the site, consulted with experts, and prepared their respective proposals. Other bidders were content to passively wait for a single specialty subcontractor's proposal and then hand the City an exorbitantly expensive bid. Now one of them objects.

Conway's bid clearly incorporates PLI's proposal and both were fairly submitted. Conway applied its skills to produce the best value for the City. Now those who failed to do so cast aspersions and demand the opportunity. Conway should not be penalized for its vision, creativity, and diligence.

Conway maintains that it remains the lowest, responsible bidder and that Stellar J's protest is baseless. Conway confirms its bid and requests award of the contract. Thank you in advance for the City's consideration.

Sincerely,

Jesse D. Conway
Attorney at Law

cc: R. Bryce Sinner
805 Broadway St.
Suite 1000
PO Box 1086
Vancouver, WA 98666

Proposal for NE 3rd Ave. Camas, WA

Rosa Castaneda <rosa@plisystems.com>

Mon, Jun 29, 2020 at 10:44 AM

To: "mckenzie@conwayconstruction.net" <mckenzie@conwayconstruction.net>

Cc: Manuel Castaneda <manuel@plisystems.com>, Jorge Castaneda <jorge@plisystems.com>

Dear Mckenzie,

June 26, 2020

I have attached the following documents for your review and signature if you accept:

1. Proposal(s) with Standard Terms and Conditions.
2. Consumer Notice(s) – (as required by law for homeowners).

Check the following link for additional information <https://www.oregon.gov/CCB/contractor/Pages/requirednotices.aspx>

If you would like to proceed, please sign the attached documents and fax, e-mail or send by regular mail back to our office with 50% deposit. Please feel free to contact us if you have any questions or concerns regarding either of the documents.

***Note:** If this proposal is accepted, a Notice of Right to Lien will be mailed out by certified mail from Far West Credit Services. This notice is NOT a lien, it is a letter informing you that we will have a right to lien if payment is not received within 60 days of completion of the project, it is to protect your rights as a customer as well as our right as a contractor. This notice will not affect your credit unless a lien is filed at the end of the 60 days.

****Note:** All designs, drawings, details, etc. (documents) that are associated with this proposal are proprietary to PLI Systems, Inc. and are copyrighted. They are intended to be used exclusively in support of proposals that include only PLI Systems, Inc. Any use of these documents in connection with any other contractor's proposal is strictly prohibited. Any modification to or reuse of these documents without the written permission of PLI Systems, Inc. is also prohibited.

*****NOTE:** If you prefer to digitally sign our proposal form follow these instructions:

Open the pdf document in Adobe Acrobat. Look for the "Fill & Sign" option. This option should allow you to "Add Checkmarks" and "Place Signature". After you add your checkmarks and signature, save the new version of the pdf document and email it back to us. Follow the same steps for signing the consumer notices.

Thank you,

Rosa Castañeda

P:503.649.8111

F:503.649.4621

rosa@plisystems.com



2 attachments

 **Conway-NE 3rd Ave Bridge Seismic Retrofit 6.29.20.pdf**
269K

 **Konica_Copier@plisystems.com_20200629_104712.pdf**
1404K



6/29/2020

Proposal & Acceptance

PLI SYSTEMS (Contractor)
3045 SE 61st Ct, Hillsboro, OR 97123
TEL. (503)649-8111 F- 503-649-4621

LICENSED, BONDED & INSURED
CCB # 158751 MBE 7013

PROPOSAL SUBMITTED TO (Customer) Mckenzie Baker Conway Construction Company		PHONE 360.887.3022 Cell: 541.890.7738	Mckenzie@ConwayConstruction.Net
STREET		JOB NAME Conway-NE 3 rd Ave Bridge Seismic Retrofit 6.29.20	
CITY, STATE, ZIP CODE,		JOB LOCATION/ADDRESS: NE 3 rd Ave. Camas, WA.	
ENGINEER	DATE OF PLANS	JOB PHONE	
EXPECTED START DATE		EXPECTED COMPLETION DATE	

SCOPE OF WORK

- 1. Ground Improving Design and Mobilization (8-05SP). \$ 12,000.00
- 2. Grout for Ground Improvement Design and Mobilization. (8-05SP). \$ 68,000.00
- 3. Ground Improvement Testing (8-05SP). \$ 5,000.00

EXCLUSIONS: Bonding, access, special inspections, permits, surveying, erosion control, slab or building repairs, testing. Any work by a structural engineer if required. Scoping the pipes / drains or plumbing to make sure no pipes have been damaged due to ground settlement, compaction grouting or lifting of slab. Water supply on site. Clean up the site after we are done with our work. No permits have been included.

Items labeled, "OPTIONAL" will be performed by PLI Systems, Inc. only if you approve them. "OPTIONAL" items can be performed by others if you prefer. Items labeled "DELETED" are exclude from our contract. "DELETED" items can be added to the contract if you wish upon request.

NOTE: If the City requires it owner may need to hire an arborist.

NOTE: Sales Tax is not included on this proposal. Sales Tax will be added at time of billing. If you would like to know what the sales tax will be, please contact our office.

NOTE: ANY ADDITIONAL INSURANCE REQUIREMENTS BEYOND WHAT WE NORMALLY CARRY WILL BECOME AN EXTRA COST TO THE GENERAL CONTRACTOR OR OWNER.

\$0.00

Please check the box next to each task you agree to & write the sum of the checked tasks here: \$ _____

NOTE: If you have selected all of the tasks in this proposal, the sum will be \$ 85,000.00

NOTE: Above prices are guaranteed for 90 days.

Prepared by: Jorge Castaneda

Contractor proposes hereby to furnish material, equipment & labor for the items checked above for the Total Contract Amount\$ _____

PAYMENT TO BE MADE AS FOLLOWS: A down payment of one half (1/2) of the Total Contract Amount must accompany the accepted and

fully executed copy of this proposal. Work will be placed in the production schedule only after receipt to the executed proposal and the down payment.

SPECIAL TERMS & CONDITIONS

This Proposal and Acceptance (contract) has been prepared for you (the "Customer") based upon the following information gathered or provided to Contractor including: (Mark as applicable)

- Plans submitted by others (engineer, Customer, surveyor, designer, owner, other contractor, architect or site drawings by contractor).
- Site visit by Contractor, engineer, surveyor, architect, designer, subcontractor or other professional entities familiar with this type of work.
- Limited subsurface condition analysis (for example, test piles).
- Attached Geotechnical Engineers Subsurface Investigation.

CUSTOMER UNDERSTANDS AND AGREES THAT CONTRACTOR HAS NO CONTROL OVER SUBSURFACE CONDITIONS THAT MAY NOT BE KNOWN AT THE TIME WHEN THIS PROPOSAL IS ACCEPTED. IF GEOTECHNICAL ENGINEER'S SUBSURFACE INVESTIGATION IS NOT ATTACHED, CONTRACTOR HIGHLY RECOMMENDS THAT CUSTOMER OBTAIN A SUBSURFACE INVESTIGATION PREPARED BY A LICENCED GEOTECHNICAL ENGINEER FOR CUSTOMER'S SPECIFIC SITE. EVEN WITH THE BENEFIT OF A SUBSURFACE INVESTIGATION, IF THE SUBSURFACE CONDITIONS ARE DIFFERENT FROM THOSE REPRESENTED OR REASONABLY FORESEEN, CONTRACTOR IS ENTITLED TO ADDITIONAL COMPENSATION TO ACCOMMODATE SUCH DIFFERENT CONDITIONS. WORK TO ACCOMMODATE THE DIFFERENT CONDITIONS WILL BE PERFORMED ONLY AFTER IT IS MUTUALLY AGREED TO IN WRITING BY BOTH CUSTOMER AND CONTRACTOR. COMPENSATION FOR THE ADDITIONAL WORK WILL BE IN ADDITION TO THE TOTAL CONTRACT AMOUNT AND WILL BE ON THE BASIS OF THE STANDARD HOURLY RATES PROVIDED IN ATTACHMENT "A", WHICH IS PART OF THIS CONTRACT

CONTRACT EXCLUSIONS:

Unless specifically INCLUDED in the scope of work the following exclusions apply:

- Accuracy and marking of existing and proposed utilities and utility locating costs.
- Permits and/or special inspection costs.
- Engineering services, specifications, and approval costs.
- Surveying accuracy, specifications, and approvals costs.
- Testing accuracy, requirements, specifications, and approval costs.
- Site staking and marking accuracy or modification costs.
- Maintenance of completed work during and after project completion.
- Maintenance of existing drainage system on project site.
- Operation & Maintenance Manuals supplied unless specified - Customer is responsible to maintain their own facilities.
- Submittals for materials - All Goods/Products supplied by Contractor are deemed to be adequate and satisfactory. All material is guaranteed to be as specified.
- Retention by Customer.

Any alteration or deviation from the above SCOPE OF WORK involving extra costs. Modification to previously completed work or additional work will be provided by Contractor only upon receipt of an executed written mutual agreement and will require a time extension and compensation in addition to the Total Contract Amount. Compensation altered, modified, or additional work will be on the basis of the rates provided in Attachment "A", Consumer Notices, which is a part of this Contract.

ACCEPTANCE OF PROPOSAL The prices, SCOPE OF WORK, and conditions as stated on this form (both front and back, and any attachments) are satisfactory and hereby accepted. Customer's signature authorizes Contractor to proceed with the above SCOPE OF WORK. Payment will be made as outlined above and in the STANDARD TERMS AND CONDITIONS, which is a part of this contract.

Customer Signature _____

Date _____

PLI Systems, Inc. Signature _____

Date _____

STANDARD TERMS AND CONDITIONS

ACCEPTANCE This Proposal and Acceptance (Contract) will constitute acceptance by the Customer named on Sheet 1 of the proposal of PLi SYSTEMS, Inc. ("Contractor"), subject to these Standard Terms and Conditions. If any of these Standard Terms and Conditions are additional to or different from those in Customer's purchase order, these Standard Terms and Conditions supersede those in Customer's purchase order.

Any written quotation submitted by Contractor includes these Terms and Conditions and must be accepted by the Customer within 30 days of issuance or within such shorter period as may be specified in the quotation. A written quotation will not become binding until and unless it is timely accepted by Customer in writing and is approved by an officer of Contractor.

This document (whether pursuant to Customer's acceptance or Contractor's accepted proposal) constitutes the final and complete agreement of the parties and supersedes all prior and contemporaneous communications, understandings and representations, oral or written. It may not be modified unless in writing signed by the authorized representatives of both parties. "Return of a signed copy, including a digitally signed copy, of this Proposal and Acceptance by hand delivery, mail, email or fax shall be valid."

RIGHT OF ENTRY Customer shall provide Right of Entry to Contractor. Owner agrees to give permission to use portable drinking water for our employees in addition use water as needed for equipment, clean up and project needs.

HAZARDOUS MATERIAL Contractor does not accept responsibility for the identification of or management/disposal of any hazardous material that is found during construction. Customer warrants that all lead and asbestos notices have been provided by others, that all lead and asbestos testing has been performed, and that all lead and asbestos abatement necessary to perform Contractor's work has been performed.

DAMAGES/DEFECTS/BACK CHARGES Customer agrees that no back charges will be assessed against the Contractor prior to Customer notifying Contractor of potential back charge and giving the Contractor an opportunity to correct the defect. Contractor reserves the right to select, hire, and obtain competitive quotations from any sub-contractor or other contractor to correct any defect in Contractor's work. Costs incurred by Customer to rectify defects in workmanship and labor supplied must be agreed upon in writing between Customer and Contractor prior to Customer having the work performed. The amount charged by Customer (back charge) for rectification of defect can either be paid directly by the Contractor or deducted from the overall revised Total Contract Amount at Contractor's discretion. Customer agrees that Customer is not allowed to back charge for engineering services, additional inspections, or other costs resulting from changes in the engineering design, regardless of the reason for the changes in the design.

DAMAGES FOR DELAY CUSTOMER WAIVE ALL DAMAGES FOR DELAY.

RETURNED GOODS Contractor may refuse from Customer the return of any goods it sold to the Customer unless prior written authorization to return has been issued by Contractor. Goods made or produced to Customer's specifications may not be returned under any conditions. Any goods accepted for exchange or credit will be subject to Contractor's standard restocking charge of 20 percent, plus inbound and outbound transportation costs and/or other expenses incurred by Contractor in the original sale and subsequent handling of returned goods. Returned goods not accepted by Contractor will be returned freight collect to Customer.

CANCELLATION Contractor may at its discretion permit Customer to cancel orders for goods or services prior to performance upon written request, subject to Contractor's reasonable cancellation charges. However, orders for goods made or to be made to Customer's specifications may not be canceled, and orders for goods in transit may not be canceled. Restocking fee of 20% plus transportation costs may be charged for goods canceled and returned to Contractor's supplier.

WARRANTY Customer takes all goods AS-IS from Contractor. Contractor makes NO WARRANTIES as to any goods. If any goods are covered by a manufacturer's or supplier's warranty, Contractor will provide Customer with information regarding the warranty and how to contact said manufacturer, if requested by the Customer.

NO IMPLIED WARRANTIES Contractor makes no implied warranties of any kind, and specifically excludes any warranties of merchantability or fitness for a particular purpose with respect to all or any of the goods.

LIMITATION OF LIABILITY CONTRACTOR WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES ARISING FROM OR BASED ON THE SALE OR USE OF THE GOODS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BILLING the Contractor will furnish invoices to the Customer during the contract period. Progress billings will occur at intervals between 7-31 days from the previous billing. Contractor's initial invoice will include mobilization, material

already ordered and subcontractor mobilization, less the down payment. Interim billings will include labor, materials, equipment and subcontracted costs up to the date specified on the invoice. The Contractor's final invoice will include monies due on the revised Contract amount based on signed and verbally authorized change orders from the Customer unless the revised contract amount was previously billed. Where possible, the Contractor agrees to follow the Customer's request for billing dates, supply documentation as necessary (prevailing wage reports, subcontractors and completed pay request forms) to expedite the payment process.

BILLING ERROR RIGHTS STATEMENT This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

1. **Notify Contractor in Case of Errors or Questions about Customer's Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us within 5 days and include your name, account number, the Contract number, the dollar amount of the suspected error and your explanation why you believe there is an error. We must hear from you no later than 5 days after we sent you the bill on which the alleged error or problem appeared. You may telephone us, but doing so will not preserve your rights. If you have authorized us to pay your bill automatically from your savings or checking account, you can request us to stop the payment on any amount in question. Your letter must reach us at least three business days before the automatic payment is scheduled.

2. **Contractor's Responsibilities after We Receive Your Written Notice.** We will acknowledge your letter within 30 days unless we have corrected the error by then. No later than 45 days, we will either correct the error or explain why we believe the bill was correct. The amount in question, including FINANCE CHARGES, will continue to accrue while we are investigating the billing question. You do not have to pay the amount being questioned and investigated, but you are obligated to pay the portion of your bill that is not in question. If we discover we made a mistake on your bill, any FINANCE CHARGES related to the questioned amount will be removed, otherwise accrued finance charges, if any, will be applied to the outstanding balance. An updated statement will be sent to you when any adjustments are made to your account. If you do not agree with the conclusions for our billing investigation and the explanation we provide, you just submit written notice to us within 10 days stating why you refuse to pay the contested amount. If you fail to pay the delinquent amount owed for materials and services rendered, Contractor reserves the right to report your contract and/or account as delinquent or as a bad debt to appropriate credit bureaus, agencies, or organizations. Once your contract and/or account is current, we will provide to you the name of any company or organization the same creditor agencies originally notified by Contractor. Customer agrees to pay an additional \$50 administrative fee for delinquent credit reporting and resolution, in addition to, and not in lieu of, any other damages to Contractor.

OWNERSHIP OF DOCUMENTS All documents, including but not limited to drawings, construction details, or other information provided to the Customer (documents) remain the property of the Contractor. Documents that accompany and/or support this proposal are proprietary to PLi SYSTEMS, Inc. and are copyrighted. They are intended for the exclusively to support of work performed by PLi SYSTEMS, Inc. Any other use of these documents in connection with any other contractor's proposal is strictly prohibited. Any modification of or reuse of these documents without the written permission of PLi SYSTEMS, Inc. is also prohibited. Customer will indemnify, defend, and hold Contractor's harmless from any and all damages resulting from the modification or reuse of Contractor's documents resulting from the fault of Customer.

MARKETING – Project photos may be used by Contractor for marketing purposes.

ELECTRONIC COMMUNICATIONS Electronic communication, including e-mail and fax, are acceptable for Customer to provide direction during the work. Changes in scope, schedule, and budget may be agreed to through electronic communication so as not to delay the work, and the Customer's e-mail or fax signature or acknowledgement will be binding on the Customer. When requested by either the Customer or the Contractor, electronic communications will be followed by a written amendment signed by both parties.

TRUTH IN LENDING DISCLOSURE STATEMENT

1. A **FINANCE CHARGE** will be added to your account if we do not receive the total amount owing on your monthly or other periodic billing statement within the **GRACE PERIOD** that expires 10 days after the Billing Date. In accordance with a requirement of the Federal Trade Commission (16 C.F.R. 433.2) we are sending you the following Notice, which shall be a term of this account and all sales charged to this account.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

2. **Adjusted Balance Method.** WE FIGURE THE FINANCE CHARGE ON YOUR ACCOUNT BY APPLYING THE PERIODIC RATE TO THE ADJUSTED BALANCE OF OUR ACCOUNT. WE GET THE ADJUSTED BALANCE BY TAKING THE PAST DUE BALANCE AT THE END OF THE PREVIOUS BILLING CYCLE AND SUBTRACTING

ANY UNPAID FINANCE CHARGES AND ANY PAYMENTS AND CREDITS RECEIVED DURING THE PRESENT BILLING CYCLE.

On balances PAST DUE, a **FINANCE CHARGE** of 18 percent per annum, compounded monthly WILL BE CHARGED (Minimum \$0.50). We will charge \$25 for returned checks as permitted by law.

PRICES/TAXES/OTHER FEES Prices listed or quoted are in US dollars and do not include any sales, value added, inventory, use, transportation, or other taxes, fees, or charges, which are the sole responsibility of the Customer. Taxes or other fees or charges now or hereafter imposed on the sale, delivery, transportation or proceeds of the goods or services will (except for Contractor's income taxes) be for the account of the Customer, and if paid (or required to be paid) by Contractor, will be added to the Total Contract Amount payable by Customer.

If Customer is exempt from any tax or charge, it is the Customer's duty to furnish Contractor with an appropriate exemption certificate.

OVERTIME WORK Overtime work is defined as that work performed outside of Contractor's normal work schedule and includes but is not limited to weekends, nights, and holidays. Overtime work will be scheduled only when directed by Customer. Such direction shall include acknowledgment that Customer agrees to pay the premium rate for overtime work. The overtime premium rate is 1.5 times Contractor's standard hourly rate for nights and weekends, and 2.0 times the Contractor's standard hourly rate for holidays.

PAYMENT TERMS Payment for all materials, goods and services is due upon receipt by Customer of Contractor's invoice, unless otherwise stated in this contract. Payment by credit card is acceptable when arrangement is made prior to invoicing. Customer agrees to pay the processing fee charged by the credit card company when a credit card is used.

SECURITY INTEREST to secure payment of all amounts due for goods and services sold to Customer, the Customer grants to Contractor a security interest in the goods and services purchased and, in the parts, and accessories attached to them.

At Contractor's request, Customer will promptly sign financing statements and any other documents appropriate too perfect and/or continue the security interest. However, Contractor may also require payment in full in advance of delivery or manufacture for special orders or items manufactured to a specific Customer's instructions.

DELIVERY Shipping dates and delivery dates and times are estimates only and are not guaranteed by Contractor. Contractor may deliver at any reasonable time before or after any date specified by Customer. For goods sold, delivery terms are FOB Contractor's place of shipment in Portland, Oregon, unless otherwise agreed to in writing. Title and risk of loss will pass at time and place of shipment. Contractor will package goods for shipment as it deems appropriate. Contractor may deliver the goods all at one time or in portions. Contractor's breach in the delivery of any partial shipment will not give Customer the right to refuse or receive any other shipment- All errors, clerical or otherwise, are subject to correction by the Contractor.

DELAYS Contractor will be entitled to an extension of the Expected Completion Date in the event of, and to the extent of, any delay resulting from any cause or condition beyond Contractor's control. Causes of delays include, but are not limited to, permits, strike, riot, vandalism, government rule or order, transportation delay, inability to obtain competent labor or satisfactory quality or quantity of materials from usual sources, lack of complete data or incorrect data provided by Customer, terrorist attacks, subcontractor non-performance, special requirements by Customer or GC such as a security clearance, failure of Customer or GC to execute contract or Change Orders or GC delays. The Contractor will not be held responsible for any damages due to other subcontractors to the Customer resulting from delay from other trades performing their work for whatever reason. If liquidated damages are specified in the Contract, they cannot exceed original Total Contract Amount.

If Customer is unable or fails for any reason to promptly take delivery of goods that Contractor has notified Customer are ready for shipment, Contractor's storage costs will be added to the Total Contract Amount payable by Customer and will be immediately due and payable, and Customer assumes all risk in connection therewith.

INSTALLATION Contractor will only be responsible for installing or obtaining installation of any goods as agreed to in writing.

ADDITIONAL WORK Customer may request and Contractor will perform additional work upon mutual agreement (Change Order) that addresses the scope of additional work, schedule extension, and increase in the Total Contract Amount. If the agreement cannot be reached regarding the total amount of increase in the Total Contract Amount, with the Customer's written approval (Change Order), Contractor will perform the additional work on the basis of the rates provided in Standard Hourly Rates. Materials will be marked up by 15%. Other direct costs will be charged at actual cost. The Expected Completion Date will be extended by an appropriate amount to perform the additional work.

DRAINAGE FACILITIES the Customer shall be responsible for maintaining existing drainage facilities and for installing new drainage facilities that may become necessary as a result of modification to the project site during construction. During and after construction, the Customer shall be responsible for checking periodically to ensure that the drainage system is working as intended and is being maintained as needed.

ASSIGNMENT The customer may not assign its interests in the Contract to any third party without the Contractor's written permission.

GOVERNING LAW AND JURISDICTION This agreement will be governed by and construed in accordance with the laws of the state of Oregon. Customer consents to jurisdiction in Oregon State and Federal courts for any proceeding to enforce or interpret this agreement. Venue for any action or proceeding shall be exclusively in Washington County, Oregon, or the Federal Court with jurisdiction over actions arising in Washington County, Oregon.

INDEMNIFICATION Customer shall indemnify, defend, and hold Contractor harmless from all claims, actions and damages arising out of or relating to the contract to the maximum extent allowed by law, including, but not limited to that are solely or partially by Customer's fault, or the fault of any of its agents, engineers, or other contractors.

SEVERABILITY If any term or provision of this agreement or the application of it to any person or circumstance shall to any extent be deemed invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those deemed invalid or unenforceable will not be affected, and each term or provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

Waiver of Breach The waiver by either party of a breach of any term or provision of this agreement will not be construed as a waiver of any subsequent breach of the same or similar kind, or of any other term or provision by either party.

LICENSING PLi SYSTEMS, Inc. is licensed by the Oregon Construction Contractor's Board, 700 Summer St. NE Ste. 300, Salem, OR 97301, (503) 378-4621, and Washington Department of Labor and Industries, P.O. Box 44450, Olympia, WA 98504-4450, (360) 902-5226.

EMERGENCY INFORMATION in the event of an emergency concerning the materials, goods or services delivered by the Contractor, Customer should immediately call (503) 649-8111.

TERMINATION This Contract may be terminated or suspended by the Contractor in the event that a Contractor's invoice remains unpaid beyond thirty (30) days of invoice date. If the Contract is terminated, Customer shall pay Contractor for all work in place prior to the date of the termination plus ten percent (10%) of the remaining Total Contract Amount. If the work is suspended, and subsequently restarted, Customer shall pay Contractor an additional mobilization and demobilization charge equal to the mobilization and demobilization amount provided in the Scope of Work and extend the estimated completion date by the number of days during which the Contract was suspended plus seven (7) additional days for remobilization.

EXCLUSIONS The following are excluded and/or are to be provide by others, unless specifically agreed otherwise in writing, and are in addition to, not substituted for, exclusions and limitations on liability found elsewhere in this proposal or its attachments.

1. Safe access to the work for labor, material and equipment. Access includes ladder, stairwells, boats, safety fences/rails, and suitable access for drill rigs, cranes, and concrete trucks/pumps.
2. Coordination and scheduling of other subcontractors to ensure both continuous and safe operation for PLi Systems, Inc.
3. Layout, survey and engineering as required, testing, inspection, concrete and grout testing, monitoring, permits, notices, on-site licenses, easements, permission to encroach, surveys, as built, and bonds.
4. The location, protection, relocation or removal and repair of utilities or obstructions, either underground or overhead that may be damaged or prevent efficient progress by Contractor. This includes but is not limited to overhead powerlines, structures, slabs, utilities pavements or sidewalks. **Work within 5' of buried utilities will require potholing by others prior to the start of our work.**
5. Drill spoils handling and disposal (wet or dry) shall be continuously performed by others. This proposal, unless specifically stating otherwise, does not include disposal of drill spoils or concrete overbreak.
6. Traffic control, barricades, flagmen, street leaning, fences, handrails to be provided, relocated and maintained by others.
7. A sufficient source of water (2" supply), electric, lighting, and sanitary facilities shall be provided and located within 250 feet of the work.
8. This proposal does not include drilling through obstructions, manmade or otherwise, that significantly slows drilling operations, unless specifically included in the bid documents or specifically included in our description of

the scope. If no geotechnical information is provided in the bid documents, PLI Systems Inc.'s proposal shall be based on reasonable soil conditions and does not include casing, slurry, or coring through rock or obstructions unless specified otherwise.

9. Unless specifically stated otherwise, this proposal does not include anchors, keyways, forms, back forms, gutters, fencing or drains.
10. Unless negligent, we assume no responsibility or liability for cracking or settlement of any existing streets, sidewalks, curbs, gutters, utilities, pavement, adjacent structures or any other damage resulting from the performance of the work.
11. Drilling through or handling contaminated or hazardous conditions are beyond the scope of this proposal.
12. Unless stated otherwise, this proposal does not include any sales taxes, bonds, permit fees, or project specific training/licensing.
13. Removal of laitance and prepping the tops of drilled shafts.

NOTIFICATIONS TO CUSTOMER REQUIRED BY LAW Information regarding Customer's notification to Contractor and construction liens required by law is provided in Attachment "A", which is a part of this Contract. Acceptance of this proposal acknowledges Customer's receipt of these documents and that Customer understands their meaning.

CUSTOMER EXPECTATIONS DURING CONSTRUCTION

General information intended to prepare the Customer for what to expect during construction which is made a part of this contract.

VIBRATIONS:

Vibrations during foundation and similar operations are a naturally occurring phenomenon and cannot be entirely avoided. Contractor attempts to minimize vibration through the use of the smallest, lowest energy equipment whenever possible. However, some installations require other equipment with accompanying larger vibrations. Accordingly, Contractor does not accept responsibility for vibration monitoring or damage to nearby buildings, structures, or their contents due to vibrations from foundation operations. It is the Customer's responsibility to protect any objects within adjacent buildings or structures on its property that may be dislodged or otherwise damaged as a result of vibration, and to defend, indemnify, and hold harmless Contractor from all loss, cost, and expense if Customer fails by its own fault to do so.

PILE DRIVING:

Pile Straightness and Angles: Contractor does not warrant that any pile will drive perfectly straight. When driving piles in rocky conditions, piles tend to wander, walk, twist, and turn as they are being driven. Piles tend to drive straighter in clean soils or sand. Customer should anticipate that some modification to footings or other structures connected to piles to accommodate driving variations, and will be responsible for the costs thereof, if any.

Pile Location and Elevation: The Customer should hire a surveyor to mark each pile location with a stake. Contractor does not warrant that a driven pile will be in the exact location that is marked. The elevation cut off marks shall be marked on the pile by Customer's surveyor after the piles have been installed. Contractor will cut off the piles and dispose of the leftover segment of the pile.

Pile Caps: Some piles are designed with welded or bolted steel caps. In some cases, piles are designed with welded rebar on top. Other piles have a concrete cap or both a concrete cap and a steel/rebar cap. Caps are only included in our Contract if it is clearly stated in the SCOPE OF WORK of the contract.

Noise: As with vibration, noise is a naturally occurring phenomenon associated with pile driving. Contractor does not take responsibility for noise monitoring or complaints from neighbor's due to pile driving operations. In general, pile driving hammers are noisy. Contractor recommends that owners talk to their close neighbors before construction begins.

INSPECTIONS:

Pile Driving Observations: Contractor does not take responsibility for pile driving observations or special inspections. It is the responsibility of the Customer to hire a geotechnical firm or special inspection firm to observe pile driving and keep records.

Pile Driving Record Keeping: Contractor does not take responsibility for keeping pile driving records. Customer should make sure that the special inspector is keeping records.

Hammer Specs: Contractor will provide hammer specifications to the Customer or the Customer's engineer prior to starting the work. If driving conditions require a larger hammer, the Contractor will notify the Customer and provide a new specification for the larger hammer. The use of a larger hammer may require a Change Order.

Welding Special Inspections: Contractor does not take responsibility to hire a special welding inspector it is the responsibility of the Customer to hire a special welding inspector. When directed by the Customer, the Contractor may assist the Customer by arranging for the visits by the special welding inspector.

LOAD TESTING FOR PILES/ANCHORS ETC:

Pile Testing: Contractor is not responsible for testing piles unless it is clearly stated in the SCOPE OF WORK of the contract. It is the responsibility of the Customer to hire a special inspector to test the pile.

Pile Test Failure: Piles are driven in accordance with Customer's engineer's specifications. Contractor does not warrant that a test will pass. If a pile test fails, typically the engineer requires that a new pile be driven and tested. The Customer should be prepared to pay for the additional pile and the additional time for the special inspector through a Change Order. Contractor does not accept back charges if a pile fails a test. Testing is required, because it is the only way to find out if the pile is capable of supporting the desired load.

Pile Test Timing: A driven pile is usually not tested until two or three days after the pile was driven to allow the ground to consolidate around the pile. In general, the longer the pile sets the more resistance it develops.

Testing Equipment Calibration: Contractor will provide calibration certificates for the rams or load cells. The calibrations will be current within one year. NOTE: If the engineer or Customer requests more current calibrations, the Customer should be prepared to pay additional costs for an additional calibration.

Testing Procedures: When requested by the Customer, Contractor will assist Customer by providing testing procedures. Generally, the engineer provides the testing procedures.

DRILLED SHAFTS OR PILES INSTALLED IN DRILLED HOLES:

Vibrations: The drilling process will produce significantly less vibration than pile driving. While it costs more to install piles or rebar cages in a drilled shaft than driving a pile, it has the added advantage of reduced vibrations.

Pile Straightness: Installing a pile in a drilled shaft will produce a straighter pile than if it were driven. If Customer or engineer has tight tolerances on pile straightness, drilling a shaft and placing the pile inside the shaft is the best way to achieve that goal.

Pile Location and Elevation: Contractor is not responsible to mark pile locations or elevations. In addition, the Customer should budget additional money in case additional surveying becomes necessary.

Pile Caps: Some piles are designed with welded or bolted steel caps. In some cases, piles are designed with welded rebar on top. Other piles have both a concrete cap and a steel/rebar cap. Furnishing and installing caps are only included in the Contract if it is clearly stated in the Contract SCOPE OF WORK.

Noise: Drilling noise is about the same as that generated by excavating equipment.

Drilling: Drilling operations generate cuttings that are brought to the surface as part of the drilling operation. Customer accepts the responsibility for removal of cuttings and site cleanup after completion of the drilling operation.

LIFTING STRUCTURES

In some instances, foundations can be stabilized but not lifted. Lifting can cause damage to finishes and other building elements. It is further recommended that the Customer, property owner, and engineer, or their representatives be present at the beginning of and during lifting activities to direct, comment on, and make recommendations as to their desire to continue with or to stop efforts to lift the structure. The parties must agree as to which of Customer's representatives has the authority to decide to continue with or to stop lifting efforts before lifting begins.

**ADDENDUM NO. 1
TO THE
SPECIFICATIONS AND CONTRACT DOCUMENTS**

FOR

**NE 3RD AVENUE BRIDGE SEISMIC RETROFIT PROJECT
City Project No. T1010**

June 18, 2020

IMPORTANT: *This page of the addendum must be signed and submitted with the proposal and acknowledged on the Bid Bond Acknowledgement form with the bid.*

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the *NE 3rd Avenue Bridge Seismic Retrofit Project*, City of Camas Project No. T1010 as fully and completely as if the same were set forth therein:

SPECIFICATIONS SECTION 8-05 GROUND IMPROVEMENT CONSTRUCTION SHALL BE MODIFIED AS FOLLOWS:

All references to the measurement and payment of "Grout for Ground Improvement per cubic yard" shall be replaced with "**Grout for Ground Improvement per lump sum**".

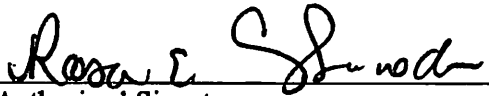
BID PROPOSAL FORM SHALL BE REPLACED WITH THE ATTACHED BID PROPOSAL FORM, WHICH IS AMENDED TO ADDRESS THE METHOD OF MEASUREMENT AND PAYMENT FOR ITEM 52 AS DESCRIBED ABOVE.

DRAWINGS – SHEET BR-07 - ADD THE FOLLOWING:

In the drawing detail titled "Pier Connection Anchorage" add to the pipe description after the words "4" Dia, Extra Strong Pipe" the notation: "Hot Dipped Galvanized".

At bidders request, City of Camas is making available the archival drawings for the existing bridges. These drawings are provided for use at bidders risk with no assurances of completeness or accuracy.

Receipt of this addendum is hereby acknowledged:



Authorized Signature

Attachments – Bid Proposal Form - 4 pages
Existing Bridge Archive Drawings – 15 sheets

Addendum #1
NE 3rd Avenue Bridge Seismic Retrofit Project – Camas Project No. T1010
June 18, 2020

1

BID PROPOSAL – ADDENDUM NO. 1

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the location of

**NE 3RD AVENUE BRIDGE SEISMIC RETROFIT PROJECT
CITY OF CAMAS PROJECT NO. T1010**

and that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

BID QUANTITIES

NE 3RD AVENUE BRIDGE SEISMIC RETROFIT						
ITEM	SPEC.	QUAN.	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	TOTAL
1	1-05SP	1	L.S.	CONSTRUCTION SURVEYING		/
2	1-05SP	1	L.S.*	PROJECT DOCUMENTATION (MINIMUM BID \$95,000)		/
3	1-07	1	L.S.	SPCC PLAN		/
4	1-09	1	F.A.	MINOR CHANGE	\$10,000	\$10,000
5	1-09	1	L.S.	MOBILIZATION		/
6	1-10	1	L.S.	PEDESTRIAN TRAFFIC CONTROL		/
7	1-10	8,640	HR	SEQUENTIAL ARROW SIGN		/
8	1-10	1	L.S.	TRAFFIC CONTROL SUPERVISOR		/
9	1-10	160	HR	FLAGGERS		/
10	1-10	360	HR	OTHER TRAFFIC CONTROL LABOR		/

NE 3rd Avenue Bridge Seismic Retrofit Project
City of Camas, Project No. T1010

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NE 3 RD AVENUE BRIDGE SEISMIC RETROFIT						
ITEM	SPEC.	QUAN.	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	TOTAL
11	1-10	1	L.S.	OTHER TEMPORARY TRAFFIC CONTROL		/
12	1-10	8,976	HR	PORTABLE CHANGEABLE MESSAGE SIGNS		/
13	1-10	430	SF	CONSTRUCTION SIGNS CLASS A		/
14	1-11SP	1	L.S.	CONSTRUCTION STAGING AND ACCESS PLAN		/
15	2-01	1	L.S.	CLEARING AND GRUBBING		/
16	2-02	1	L.S.	REMOVING PORTIONS OF EXISTING BRIDGE		/
17	2-09	45	CY	STRUCTURE EXCAVATION CLASS A INC. HAUL		/
18	2-09	40	CY	GRAVEL BACKFILL FOR WALLS		/
19	2-09	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS A INCL. HAUL		/
20	4-04	70	CY	CRUSHED SURFACING BASE COURSE		/
21	5-04	1230	S.Y.	PLANING BITUMINOUS PAVEMENT		/
22	5-04	272	TN	HMA CL. 1/2" PG 64-22		/
23	5-04	176	LF	HMA SAWCUT AND SEAL		/
24	6-01SP	1	L.S.	WORK ACCESS-FOR BRIDGE		/
25	6-02	12,500	LB	ST. REINF. BAR FOR BRIDGE		/
26	6-02	120	CY	CONCRETE CLASS 4000		/
27	6-02SP	28	EA	PTFE BEARING – SUPERSTR.		/
28	6-02SP	1	L.S.	EXPANSION JOINT MODIFICATION		/
29	6-02SP	4	EA	CORE DRILLED BRIDGE DECK DRAIN		/
30	6-02SP	1	L.S.	BRIDGE SUPPORTED UTILITIES		/
31	6-03	1	L.S.	STRUCTURAL LOW ALLOY STEEL		/
32	6-03SP	1	L.S.	POST-INSTALLED SHEAR CONNECTORS		/

NE 3rd Avenue Bridge Seismic Retrofit Project
City of Camas, Project No. T1010

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NE 3 RD AVENUE BRIDGE SEISMIC RETROFIT						
ITEM	SPEC.	QUAN.	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	TOTAL
33	7-04	50	LF	SOLID WALL PVC STORM SEWER PIPE 8 INCH DIAM.		/
34	7-04	40	LF	SOLID WALL PVC STORM SEWER PIPE 12 INCH DIAM.		/
35	7-04SP	430	LF	DUCTILE IRON STORM SEWER PIPE 8 INCH DIAM. (BRIDGE)		/
36	7-05	1	EA	CONNECTION TO DRAINAGE STRUCTURE		/
37	7-05SP	1	EA	STORM MANHOLE 48 IN. DIAM.		/
38	7-05SP	1	L.S.	60" STORMWATER TREATMENT MANHOLE WITH 4 CARTRIDGES		/
39	7-08SP	10	C.Y.	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL		/
40	7-08SP	178	L.F.*	TRENCH SAFETY SYSTEM (\$1/LF MIN. BID)*		/
41	7-09	88	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 8" DIAM.		/
42	7-09SP	2	EA	WATERMAIN FLEXIBLE EXPANSION JOINT ASSEMBLY		/
43	7-12	1	EA	GATE VALVE 8 IN.		/
44	7-19	2	EA	STORM SEWER CLEANOUT		/
45	8-01	180	DAY	ESC LEAD		/
46	8-01	1,000	L.F.	SILT FENCE		/
47	8-01	900	L.F.	HIGH VISIBILITY FENCE		/
48	8-01SP	1	L.S.	SEEDING, FERTILIZING, MULCHING		/
49	8-01SP	1	L.S.	EROSION CONTROL		/
50	8-04SP	115	L.F.	CEMENT CONCRETE TRAFFIC CURB AND GUTTER		/
51	8-05SP	1	L.S.	GROUND IMPROVEMENT DESIGN AND MOBILIZATION	12K	12,000
52	8-05SP	1	L.S.	GROUT FOR GROUND IMPROVEMENT	68K	68,000 ⁰⁰
53	8-05SP	1	L.S.	GROUND IMPROVEMENT TESTING	5K	5,000 ⁰⁰

NE 3rd Avenue Bridge Seismic Retrofit Project
City of Camas, Project No. T1010

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NE 3 RD AVENUE BRIDGE SEISMIC RETROFIT						
ITEM	SPEC.	QUAN.	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	TOTAL
54	8-11	110	L.F.	REMOVING AND RESETTING GUARDRAIL		/
55	8-14SP	70	S.Y.	CEMENT CONCRETE SIDEWALK		/
56	8-21SP	1	L.S.	PERMANENT SIGNING		/
57	8-22	1,730	L.F.	PLASTIC LINE		/
58	8-22	50	L.F.	WIDE PLASTIC LINE		/
59	8-22	110	L.F.	REMOVE PLASTIC LINE		/
60	8-26SP	1	L.S.	TEMPORARY PROJECT SIGN		/
TOTAL OF ALL BID ITEMS - BASIS OF AWARD						85,000-

Notes:

* If the Contractor's bid is less than the minimum specified amount, the Contracting Agency will unilaterally revise the Bid amount to the minimum specified amount and recalculate the Contractor's total bid amount. The corrected total bid amount will be used by the Contracting Agency for award purposes and to fix the amount of the contract bond.

Resan E. Assad Corp. Secretary

 Signature of Owner or Corporate Officer

The City of Camas reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.