



CITY OF SPRINGFIELD

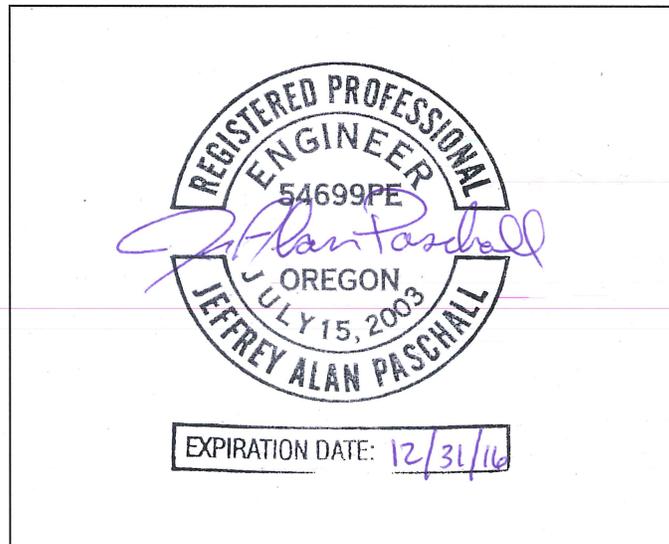
Special Provisions

for

P21115

2015 ADA Ramp Upgrades

Engineer's Seal



Solicitation No. 1483

**SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

References to number of Divisions, Section, Sub-Section and the like shall mean the 1994 Edition of the Standard Construction Specifications, including all Addenda, Standard Drawings, and other Contractual Documents of the City of Springfield, Lane County, Oregon.

These Special Provisions supplement and amplify certain sections of the City of Springfield, Oregon, [Standard Construction Specifications](#). The Standard Construction Specifications shall apply except as modified herein. These Special Provisions and additional technical specifications may contain occasional requirements not pertinent to the project. However, these specifications shall apply in all particulars insofar as they are applicable to this project.

SECTION A – General Requirements

P21115 – 2015 ADA Ramp Upgrades

A1.1 Applicable Standard Specifications

The 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, Standard Construction Specifications (including all revisions at date of Quote submittal), shall apply to this quote submittal and construction contract except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED \$50,000 THE DESCRIPTION SUBSTITUTIONS INDICATED BELOW SHOULD BE USED:

- a) **Bid** should be replaced with **Quote**
- b) **Bidder** should be replaced with **Prospective Contractor**
- c) **Bid Proposal** should be replaced with **Quote Submittal**
- d) **Department of Public Works** should be replaced with **Development and Public Works Department**
- e) **Instruction to Bidders** should be replaced with **Instruction to Prospective Contractor**
- f) **Invitation to Bid** should be replaced with **Request for Competitive Price Quote**
- g) **Proposal** should be replaced with **Quote**
- h) **Proposal Package** should be replaced with **Request for Competitive Quote Package**

A1.2 Form of Proposal

REPLACE SECTION 102.02 "FORM OF PROPOSAL" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier's check, shall be enclosed in a sealed, labeled and addressed envelope, as required in the Instructions to Bidders and filed as required therein. The outside of the envelope shall plainly identify: (1) The project name and (2) The bid opening date.

All Proposals must be clearly and distinctly typed or written with ink or indelible pencil.

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving

general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

Unless otherwise specified, Bidders shall bid on all Bid items included in the Proposal, and the low Bidder shall be determined as noted in Subsection 103.01 AWARD OF CONTRACT. Except as provided herein Proposals which are incomplete or fail to comply to all items required in the Proposal may be rejected."

INSERT IN ITS PLACE THE FOLLOWING:

"For your quote to be considered responsive by the City of Springfield the following documents must be included with your submission. A complete submittal package will consist of the following documents:

- ✓ Quote Submittal
- ✓ Financial Responsibility Form
- ✓ Minority, Women and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)

All quotes shall be on the forms furnished by the City. All applicable blanks giving general information must be filled in and the quote signed by an officer or duly authorized representative of the Contractor. The only exceptions to this requirement are the MWESB and Contract documents. Completion of the MWESB form is voluntary, however it must be submitted with your Quote whether you complete the information or not. If you are awarded the Contract, you will be required to submit a fully executed copy of the Contract upon request. Any statement accompanying and tending to qualify a quote may cause rejection of such quote, unless such statement is required in a quote embracing alternate quotes.

Competitive Price Quotes should be clearly labeled with the project number, project title and the statement *Request for Competitive Price Quote* and submitted to the person and in the manner specified in the Request for Competitive Price Quote document.

All quotes must be clearly and distinctly typed or written with ink or indelible pencil. If, in the opinion of the City, the prices in any quote appear to be unbalanced, incomplete, or fail to comply with all the terms required, the quote may be rejected."

A1.3 Proposal Guaranty and Organization

REPLACE SECTION 102.05 "PROPOSAL GUARANTY AND ORGANIZATION" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10% of the total amount of the bid. Such Proposal guaranty shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the City for execution. Bid bonds submitted shall be on the form provided by the City in the Bid document."

INSERT IN ITS PLACE THE FOLLOWING:

"A Bid Bond will not be required with this Contract."

A1.4 Addenda to Contract Documents

REPLACE SECTION 102.08 "ADDENDA TO CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if he is awarded the Contract."

INSERT IN ITS PLACE THE FOLLOWING:

"Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for submitting the quotes shall be binding upon the Contractor. Addenda will be posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. The Contractor should check the website frequently for new postings during the open quote period. The City shall make a reasonable effort to notify all individuals, firms, and corporations that were included in the initial solicitation and to those individuals that attended a Pre-Quote Informational meeting and provided contact information on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance, if they are awarded the Contract."

A1.5 Award of Contract

REPLACE THE 1ST PARAGRAPH OF SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The award will be made by Owner to the Bidder submitting the lowest acceptable Bid. In determining the lowest acceptable Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, as between equal Bids, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, and the experience and ability of Bidder to perform the work."

INSERT IN ITS PLACE THE FOLLOWING:

"The Contract will be awarded to the Contractor whose quote, in the opinion of the City, will best serve the City's interests. Consideration will be given to price as well as other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility as specified in ORS 279C.412(2)."

A1.6 Performance Bond and Payment Bond

REPLACE SECTION 103.06 "PERFORMANCE BOND AND PAYMENT BOND" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Owner's Risk Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the

final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with subsection 108.14."

INSERT IN ITS PLACE THE FOLLOWING:

"Performance and Payment Bonds will not be required with this Contract."

A1.7 Insurance

REPLACE SECTION 107.06 "INSURANCE" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

The Contractor shall provide and maintain general liability, auto liability, property, and workers' compensation insurance for life of this Contract.

General Liability Insurance

The Contractor shall maintain an ISO Commercial General Liability insurance policy (or an equivalent policy approved by Owner) with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and an aggregate limit of at least \$2,000,000. The policy shall include coverage for contractual liabilities.

Comprehensive Automobile Liability Insurance

The Contractor shall maintain an automobile liability insurance policy with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

Additional Insured Endorsement

The general and automobile insurance policies specified above shall include endorsements naming as an additional insured "the City of Springfield, its agents, employees and officials all while acting within their official capacity as such."

Property Insurance

Depending on the nature of the construction contemplated under this contract, Owner may require Contractor to provide property insurance. Refer to Special Provisions section of this Contract.

Workers' Compensation Insurance

Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor is responsible for maintaining workers' compensation insurance for his employees and assuring that his subcontractors, if any, also maintain workers' compensation insurance. Contractor shall defend, indemnify, and hold Owner harmless from any liability for any workers' compensation claims costs, fines, or costs whatsoever arising from Contractor's or his subcontractors' failure to comply with ORS 656.017.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

Certificates of Insurance

Certificates of insurance evidencing all policies required by this Contract shall be delivered to the Owner prior to the commencement of any work. All certificates shall include a 30-day notice of cancellation clause and required additional insured endorsements. The Owner has the right to reject any certificate for unacceptable coverage and/or companies.

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

All insurance shall be approved by the City as to terms, conditions and form prior to beginning work.

Public Liability and Property Damage

The Contractor shall maintain in force for the duration of this Contract a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the General and Automobile Liability policies as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own.

Workers' Compensation

The Contractor shall provide and maintain Workers' Compensation coverage with limits no less than \$500,000 for it employees, officers, agents, or partners, as required by applicable Workers' Compensation laws. If the Contractor is exempt from this coverage a written statement, signed by the Contractor, explaining the reason for the exemption will be provided to the City prior to commencement of any work.

Asbestos Abatement (only applicable to Asbestos Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Asbestos Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Pollution Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Professional Liability Coverage (only applicable to Contracts if specified)

If Professional Liability insurance is required, the City must approve the terms, conditions and limits prior to commencement of any work.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

Railroad Protective Liability Coverage

If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

Subcontractors

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability and Workers' Compensation insurance and, as applicable, Professional, Asbestos and Pollution Liability with coverage's equivalent to those required of the General Contractor in this Contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

Additional Insured Endorsement

All certificates of insurance, with the exception of Professional Liability and Railroad Protective Liability, must include an endorsement which lists the City of Springfield as a named additional insured. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such."

Evidence of Coverage and Notice of Cancellation or Material Change in Coverage

Evidence of the required coverages issued by a company satisfactory of the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included.

If the approved insurance company will not provide this 30 day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been cancelled or materially changed. The Contractor shall e-mail notification directly to Bob Duey, Finance Director at rduey@springfield-or.gov . Regardless of the circumstances causing the Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City as described above.

Failure to maintain the proper insurance or provide notice of cancellation or material change shall, at the City's option, be grounds for immediate termination of this Contract.

(Contractor initials)

Equipment and Material

The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work."

A1.8 Wage Rates

REPLACE THE 1ST PARAGRAPH OF SECTION 107.09 "WAGE RATES" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage, the existing prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations, and which schedule is a part of the Contract Document. (Reference: ORS 279.352)"

INSERT IN ITS PLACE THE FOLLOWING:

"The City has estimated that the likely cost to complete this project will be under \$50,000 therefore, this project is NOT subject to the Prevailing Wage Rate requirements as specified in ORS 279C.800 through 279C.870."

A1.9 Progress Payment

REPLACE THE 6TH PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

Progress payment will be made by the Owner on a monthly basis no later than the 20th day of the subsequent month of work performed, except that, additional days may be required when a payment is accompanied by one or more of the following: an extension of completion time, change order or extra bill. Payment may be made via use of checks or warrants at the option of the Owner for the amount of the approved estimate, less retainage.

INSERT IN ITS PLACE THE FOLLOWING:

"Progress payment will be made by the City on a monthly basis in the month subsequent to the work being performed, except that additional days may be required when the Contractor fails to submit complete and accurate certified payroll reports which are in compliance with ORS279C.845 when due, or a payment is accompanied by one or more of the following: an extension of completion time, change order or bill. If the Contractor fails to submit acceptable certified payroll reports when due, or one or more of the previously stated exceptions apply, the progress payment may be made up to fourteen (14) days after the date the certified payroll or other required information in question is received by the City.

The scheduled release of payment will depend upon the method of payment selected by the Contractor. If the Contractor elects to receive payment by check, payment will be released no later than the 20th day of the month. If the Contractor elects to receive payment by electronic Automated Clearing House (ACH) transfer, the funds will be transferred no later than the fourth

Friday of the month. City will endeavor to honor Contractor's election to receive payment by ACH transfer, however, City reserves the right to make payment via use of check at the sole discretion of the City."

A1.10 Oregon Products

Contractor's attention is directed to the provisions of Oregon Law, ORS 279A.120 regarding the preference for products that have been manufactured or produced in Oregon. Contractor shall use Oregon-produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., and Oregon-manufactured products in all cases where price, fitness, availability and quality are otherwise equal.

A1.11 Salvage and Debris

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, fences, trees, shrubs, spoil or any other discarded material or equipment shall become the property of the Contractor and shall be salvaged or disposed of in a manner compliant with applicable Federal, State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted. The Contractor shall perform any demolition for the completion of this project and shall salvage and recycle all construction and demolition debris as is feasible and cost effective, in accordance with ORS 279C.510.

A1.12 Brand Name or Equal Specification

Brand Name or Equal Specification means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. The "Equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality and general configuration. Determination of equal in reference to the project design requirements will be made by the Engineer, pursuant to Subsection 106.07. Unless otherwise specified, whenever a manufacturer's name brand or model is mentioned, it is to be understood that the phrase "approved equal" is assumed to follow thereafter, whether it does in fact or not. Such specification authorizes Contractors to offer goods or services that are equivalent or superior to those brands named or described in the specification.

END OF SECTION

**SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

SECTION B – Scope of Work and Measurement and Payment

P21115 – 2015 ADA Ramp Upgrades

B1. GENERAL

B 1.1 Project Description

This project requires the removal of eight (8) existing pedestrian ramps at the intersection of A Street and 6th Street and installation of eight (8) new ADA compliant pedestrian ramps. In addition, a new ramp will be constructed in front of the Springfield Justice Center on 4th Street.

B 1.2 Applicable Standard Specifications

The 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, Standard Construction Specifications (including all revisions at date of Quote submittal), shall apply to this quote submittal and construction contract except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

B 1.3 Codes and Standards

1. All work shall be performed in accordance with the highest standard of practice in the industry and shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including, but not limited to, any applicable Federal, State or City of Springfield Codes, Standards and Ordinances.
2. Measurement and payment will be on a unit price basis in accordance with the prices set forth in the quote for individual work items. Where work is required but does not appear as a separate item in the quote, the cost for that work shall be included and absorbed in the unit prices named in the quote. Contractor shall make a careful assessment when preparing the quote.

Construction Bid Item Number and Description

Bid Item 1 - Concrete Removal - Measurement and Payment shall be by Square Foot (S.F.).

- a.) Mobilization costs for this project shall be covered by and considered incidental to Bid Item No. 1 Concrete Removal.
- b.) Erosion Control costs for this project shall be covered by and considered incidental to Bid Item No. 1 Concrete Removal.
- c.) Temporary Traffic Control costs for this project shall be covered by and considered incidental to Bid Item No. 1 Concrete Removal. Temporary Traffic Control shall include the submission of a traffic control plan for work within the public right-of-way during all phases of work. The plan shall show each individual phase of the project with a schedule and map showing placement and description of each temporary traffic control device. The plan shall comply with the Manual on Uniform Traffic Control Devices (including the Oregon Supplements) and the Oregon State Highway Division's "Signing

and Flagging Standards for Short-Term Work Zones." The plan must illustrate changes in lane usage, locations and types of traffic control devices, and shall encompass advanced warning for all intersecting streets.

Traffic Control Plan: A traffic control plan must be submitted for all projects in the public right-of-way no later than three (3) working days before work begins. If this plan is not received and approved prior to starting, the Engineer reserves the right to shut down all work at the Contractors expense (with a written stop work order to follow within 24 hours) until a plan has been approved and implemented. No work shall be permitted until the area has been signed as per the approved traffic control plan. The signing shown on the traffic control plan is the minimum required signing. All signs, barricades, cones, flaggers, and other such "devices" to warn, safeguard, protect, guide, and inform the public and the workers during the life of the project shall be furnished, constructed, installed, maintained, moved and removed by the Contractor.

The devices to be furnished and used by the Contractor and their placement shall conform to the requirements indicated on the plans. Cases, conditions, and details not covered on the plans shall conform to the applicable provisions of Part IV of the Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.), including the current Oregon Supplements. All temporary traffic control signs shall be constructed of 'Soft' (fabric) type material. All signs shall be mounted on 'flexible' (spring-loaded) sign stands. Hard signs (wood, metal, plastic-card) may only be mounted on barricades or posts.

- d.) All Saw Cutting required to facilitate concrete removal shall be covered by and considered incidental to Bid Item No. 1. Concrete Removal. Approximately 500 linear feet of saw cutting will be required on this project.
- e.) Removal of Curb as specified on the Demolition Plan Sheet shall be covered by and considered incidental to Bid item No. 1, Concrete Removal.
- f.) All excavation, typically referred to as common excavation, necessary to achieve appropriate base grades for construction of ADA Ramps and 4-inch Concrete Sidewalk shall be covered by and considered incidental to Bid Item No. 1, Concrete Removal.
- g.) Irrigation system protection and adjustment shall be covered by and considered incidental to Bid Item No. 1, Concrete Removal

Bid Item 2 - 4-inch Concrete Sidewalk - Measurement and Payment shall be by Square Foot (S.F.). This item will be used to replace sidewalks and miscellaneous concrete 4-inch thick including base rock. All concrete work related to installation of new ADA ramps shall be covered under Bid Item No. 3.

Bid Item 3 - ADA Ramps - Measurement and Payment shall be by Square Foot (S.F.). This item shall be used for the installation of new ADA Ramps, including ramps, side curbs on ramps, required landings, ramped walk up to standard sidewalk, and truncated domes.

END OF SECTION