



CITY OF SPRINGFIELD

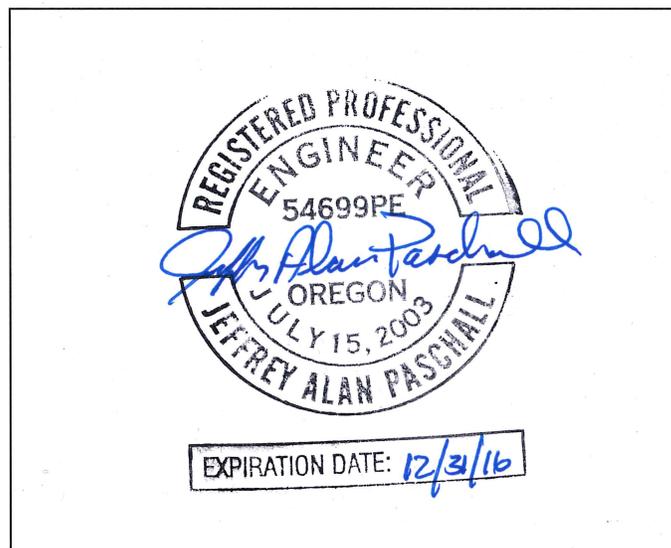
Special Provisions

for

P21126

McVay Swale

Engineer's Seal



Solicitation No. 1752

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

SECTION A – General Requirements

P21126 - McVay Swale

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED \$100,000 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**

A1.1 Codes and Standards

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.

A1.2 Applicable Standard Specifications

References to numbers of Divisions, Sections, Sub-Sections and the like shall refer to either the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, or the most recent version of the Oregon Standard Specifications for Construction, including all Addenda, Standard Drawings, and other Contractual Documents of the City of Springfield, Lane County, Oregon.

Division 100, General Requirements, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon and the 2015 Oregon Standard Specifications for Construction, Sections 00225, 00280, and 01030 and the specifications added by Section 00447, including all revisions at date of quote submittal, shall apply to this Request for Competitive Price Quote and the ensuing construction contract, except as may be modified herein. If any section of the 2015 Oregon Standard Specifications for Construction should refer to Section 00100 of the same, the Bidder will instead refer to the equivalent section in Division 100 of the 1994 Edition of the Standard Construction Specifications, including all revisions at date of Quote Submittal. In the case of discrepancy or contradiction, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

A1.3 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."

A1.4 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."

A1.5 Interpretation of Contract Documents

REPLACE SECTION 102.07 "INTERPRETATION OF CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all holders of the Contract Documents. Oral instruction or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner. "

INSERT IN ITS PLACE THE FOLLOWING:

"If it should appear to a Contractor that the work to be done is not sufficiently described or explained in the Request for Competitive Price Quote documents, or that Request for Competitive Price Quote documents are not definite and clear, the Contractor shall make written inquiry regarding same to the individual shown and in the manner instructed in the Request for Competitive Price Quote documents. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Request for Competitive Price Quote, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum. Such addenda shall have the same binding effect as though contained in the main body of the Request for Competitive Price Quote documents. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City. "

A1.6 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."

A1.7 Familiarity With Laws and Ordinances

REPLACE THE THIRD PARAGRAPH OF SECTION 102.09 "FAMILIARITY WITH LAWS AND ORDINANCES" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"In compliance with ORS 279.318 the Contractor is made award that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of the City of Springfield contracts.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army-Corp of Engineers
Coast Guard
Dept. of Health & Human Services
Dept. of Interior-of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Fish and Wildlife Service
Office of Surface Mining
Reclamation & Enforcement
Department of Labor
Occupational Safety & Health Administration
Mine Safety & Health Admin.
Department of Transportation
Federal Highway Admin.
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Dept. of Environmental Quality
Dept. of Fish & Wildlife
Dept. of Forestry
Dept. of Geology & Minerals
Dept. of Human Resources
Land Conservation and Development Bureau Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department

LOCAL AGENCIES

Common Council, City of Springfield
County Court, Lane County
Planning Commission, City of Springfield
Planning Commission, Lane County
Lane Regional Air Pollution Authority
Springfield Utility Board"

INSERT IN ITS PLACE THE FOLLOWING:

"In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of City of Springfield contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Request for Competitive Price Quote documents, not caused by the Contractor or any Subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the of Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Service
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Admin
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Resources
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

City of Springfield
Planning Commission, City of Springfield
Springfield Development and Public Works
Metropolitan Wastewater Management Commission
City of Springfield Urban Renewal Districts -
Downtown and Glenwood
Springfield Utility Board

Lane County
Planning Commission, Lane County
Willamalane
Lane Regional Air Protection Authority
Lane Council of Governments
Rainbow Water District
Emerald People's Utility District"

A1.8 Award of Contract

REPLACE THE FIRST 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.414(2)."

A1.9 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."

A1.10 Protection of Property

ADD THE FOLLOWING TO THE END OF SECTION 105.11 "PROTECTION OF PROPERTY" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Contractor shall provide the Engineer with photographic documentation of pre-construction and post-construction conditions on all private properties affected by the Contractor's work. The Contractor shall provide digital photos of each area of work on private properties sufficient to document the conditions prior to the start of the Contractor's work and immediately after completion of the Contractor's work. All photos shall be submitted to the Engineer by line and street address in an organized manner on compact discs prior to the requesting that the final payment be made.

The Contractor shall obtain a written release from the property owner on the Homeowner Approval and Release Form confirming that the site restoration work is satisfactory to the property owner. The Contractor shall document that a minimum of two attempts were made to secure a release from each property owner by providing a list of property owners by address and indicating the dates and times of each attempt. This list and all signed Homeowner Approval and Release Forms shall be submitted to the Engineer prior to requesting that the final payment be made."

A1.11 Trade Names, Approved Equals or Substitutions

ADD THE FOLLOWING TO THE BEGINNING OF SECTION 107.06 "TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"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."

A1.12 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 carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions and form prior to beginning work. Certificates of insurance evidencing all policies and endorsements required by this Contract shall be delivered to the Owner prior to the commencement of any work. The Owner has the right to reject any certificate or endorsement for unacceptable coverage and/or companies.

Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. 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 Commercial General policy as respects to work or services performed under this Contract 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 formal Council 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. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. 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 Automobile Liability policy as respects to work or services performed under this Contract 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." 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. A 30-day notice of cancellation or material change in coverage clause shall be included.

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.

Course of Construction and/or Installation Floater

In the event Course of Construction/Installation Floater insurance is required by the City due to unique project specifications the Contractor shall provide Course of Construction/Installation Floater insurance in the amount specified by the City. In addition, if the Contractor requests advance payment by the City for the purchase of materials pursuant to Section 109.07 of the City of Springfield Standard Construction Specifications, the Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by the

City as to terms, conditions and form. The policy shall name the City of Springfield as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. The City, at its option, may elect to obtain additional coverage.

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."

A1.13 Wage Rates

REPLACE THE FIRST 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."

A1.14 Contract Time

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH OF 108.04 "CONTRACT TIME" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"This provision does not apply to the seasonal suspension of work pursuant to Subsection 108.05."

A1.15 Suspensions of Work

REPLACE SECTION 108.05 "SUSPENSIONS OF WORK" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Suspension by Owner

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner for good and sufficient reason. In the event of such suspension, Owner shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner to Contractor to do so. Owner shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension.

Suspension by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions, for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer, and suspension of work ordered by the Engineer will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner."

INSERT IN ITS PLACE THE FOLLOWING:

"Temporary Suspension of Work by Owner/Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner/Engineer for good and sufficient reason. In the event of such suspension, Owner/Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner/Engineer to Contractor to do so. Owner/Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension. This subsection does not apply to Seasonal Suspension of Work.

Seasonal Suspension of Work by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to seasonal weather conditions determined, at the sole discretion of the Engineer, to be unsuitable for the performance of work. The day count will be suspended during this time. See "Responsibility of Contractor" subsection following for Contractor's responsibilities during the suspension period. Work shall not resume without written approval from the Engineer.

Suspension of Work by Engineer for Failure to Comply

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions. Work shall be suspended for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

Suspension of Work by Engineer for Failure to Correct Defective or Unacceptable Work

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension of Work by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor Under This Subsection

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer/Owner, and suspension of work ordered by the Engineer/Owner will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or

compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. In the case of pipework, the Contractor shall provide necessary provisions to maintain sanitary sewer and storm water functionality on both the public and private sides. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences. The Contractor shall restore fencing or place temporary fencing, to include temporary security fencing, as needed to provide secure restraint for pets and to protect private property.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner."

A1.16 Progress Payment

REPLACE THE SIXTH 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."

A1.17 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.

A1.18 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.

END OF SECTION

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

SECTION B – Scope of Work

P21126 – McVay Swale

B1. GENERAL

B 1.1 Project Description

This project will consist of excavating a drainage swale on the West side of McVay Highway near 4750 McVay Highway. The work shall consist of removing existing material, approximately 42 inches deep and 4 foot wide, and constructing 30 inches of top soil/planting soil mix and seeding with native grass blend, leaving a 12 inch final depression. Construct Check Dams, 4 inch high by 12 inch wide by the width of channel, at 20 feet on center.

B 1.2 Codes and Standards

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.

References to numbers of Divisions, Sections, Sub-Sections and the like shall refer to either the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, or the most recent version of the Oregon Standard Specifications for Construction, including all Addenda, Standard Drawings, and other Contractual Documents of the City of Springfield, Lane County, Oregon.

Division 100, General Requirements, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon and the 2015 Oregon Standard Specifications for Construction, Sections 00225, 00280, and 01030 and the specifications added by Section 00447, including all revisions at date of quote submittal, shall apply to this Request for Competitive Price Quote and the ensuing construction contract, except as may be modified herein. If any section of the 2015 Oregon Standard Specifications for Construction should refer to Section 00100 of the same, the Bidder will instead refer to the equivalent section in Division 100 of the 1994 Edition of the Standard Construction Specifications, including all revisions at date of Quote Submittal. In the case of discrepancy or contradiction, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

This project is bid on a Lump Sum basis. As such, all references to Measurement and Payment methods included in the 2015 Oregon Standard Specifications for Construction are not applicable to this project.

B1.3 Surveying

The City shall provide surveying for the project. A minimum notice of 48 hours is required.

B1.4 Cooperation with Utilities

Contact SUB Electric Operations at 541-726-2395 at least 72 hours prior to any work or equipment encroaching within 20 feet of electrical lines.

Utility Contact Phone Number(s)

- | | |
|----------------------|---------------------|
| 1. SUB Water | 541-726-2396 |
| 2. SUB Electrical | 541-726-2395 |
| 3. Comcast | cell 541-228-1884 |
| 4. CenturyLink | 541-484-8560 |
| 5. Northwest Natural | 541-974-3724 (cell) |

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Oregon Standard Specifications for Construction modified as follows:

Delete this subsection, except for the number and title, and replace it with the following:

Contractor shall submit a Traffic Control Plan (TCP) for review and approval no less than 7 working days prior to the pre-construction meeting. The TCP 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 current Manual on Uniform Traffic Control Devices. The plan must illustrate changes in lane usage, locations, and types of traffic control devices, and shall encompass advanced warning for all intersecting streets.

No work shall be permitted until the area has been signed as per the approved Traffic Control Plan (TCP). 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. All work areas shall be properly controlled for pedestrian and bicycle safety in addition to standard vehicle traffic and shall comply with the standards stated above. All relevant government agencies shall be notified with relative permits and documentation provided for detours and road work to be performed. All existing guide signs, warning signs, and regulatory signs shall be maintained at locations readily visible to the traveling public throughout the life of the project, or until new signs replacing them are installed, whichever occurs first.

All temporary construction signs when not in use shall be either covered or moved so as not to be seen by the traveling public. If construction signing is left in effect when there is no need, the Contractor has 2 hours after notification to cover or move these signs. If the Contractor has not taken care of the signs beyond 2 hours of notification, the Engineer reserves the right to have City of Springfield employee/s move or cover the signs and bill the Contractor for time and materials (1 hour minimum). The Contractor will be required to designate the work area with post mounted signs including Road Work Ahead and End Work signs on all legs approaching the work areas.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Oregon Standard Specifications for Construction modified as follows:

Delete this subsection, except for the number and title, and replace it with the following:

The Contractor is to utilize the information provided in plan set drawings E1 and E2 to implement erosion control where directed by the Engineer. Submission of an Erosion and Sediment Control Plan will not be required for this project.

SECTION 00447 - SWALES

Section 00447, is not an Oregon Standard Specification for Construction, and is included by Special Provision.

00447.00 Scope - This work comprises the excavation and construction of a Drainage Swale. The work consists of removing approximately 42 inches deep by 4 foot wide of existing material and constructing 30 inches of top soil/planting soil mix and seeding with approved native grass blend, leaving a 12 inch final depression.

00447.01 General - Excavate, backfill and dispose of excess excavated materials. Seed with approved mix.

00447.10 Selected Materials - Top soil/planting soil mix provided shall consist of 33% sand, 34% loam and 33% compost blend by volume.

00447.40 Construction and Compaction Requirements - Comply with the following;

Site Preparation and Grading:

The location of all swales should be clearly marked before site work begins. Swale areas should be fenced or covered to protect them from damage or misuse during construction and to prevent soil compaction during construction. No vehicular traffic, material storage, or heavy equipment are allowed within the swale areas after site clearing and grading have been completed, except as needed to excavate, grade, and construct the facility. No swale areas should be used for dumping concrete, building materials, or other rubbish.

Growing Medium:

Soil placement and planting should occur in conditions that do not result in over compaction or erosion. Temperature, moisture levels, and handling can have a significant influence on the infiltration rate of the swale and on plant survivability. The soil shall be free from weeds and all other noxious vegetation and seeds.

Design Requirements:

Soil compaction should be done in 12 inch lifts and compacted with a landscape (hand) roller so as not to decrease the permeability of the soil. Finish grade shall have a 2:1 grade at side slopes.

Materials Removed: All excavated materials shall become the property of the Contractor and shall be removed from the site.

00447.45 Check Dams

Construct check dams that are 4 inch high by 12 inch wide by the width of channel at 20 feet on center. Furnish angular aggregate sized at 2 inches having a Particle Size Distribution of D50.

SECTION 01030 – SEEDING

Comply with Section 01030 of the Oregon Standard Specifications for Construction modified as follows:

01030.13(f) Types of Seed Mixes - Delete this subsection, except for the number and title, and replace it with the following:

Native Plant Seeding - Seeding to restore native vegetation shall be utilized for this project. 'Sunmark Native Swale Mix', or approved equal, shall be the seed mix used on this project. Alternate seed mixes and supplier information must be submitted to City for approval prior to application.

Seed mix, quantities and seeding rates for Sunmark Native Swale Mix are shown on Attachment 1.

Seed mix shall be applied via hydroseeding according to product specifications and standard industry practices and with the appropriate binders, fertilizer and tackifiers as directed by the manufacturer.

01030.14(b) Type of Fertilizer - Delete this subsection, except for the number and title, and replace it with the following:

(1) Organic Fertilizer - Furnish organic fertilizer that analyzes 8% nitrogen, 3% phosphoric acid, and 5% soluble potash. Furnish fertilizer that has no toxicity to sites where it will be applied.

01030.15 through 01030.43 - These subsections are deleted in their entirety.

01030.44 Fertilizer - Delete this subsection, except for the number and title, and replace it with the following:

(a) Organic - Apply organic fertilizer according to manufacturer specifications.

01030.60 General - Native Plant Seeding - Add the following:

The minimum living plant coverage for native plant seeding at the time of the final warranty inspection is 90% of ground surface.

01030.61 through 01030.49 - These subsections are deleted in their entirety.

01030.62 Establishment Work - Delete this subsection, except for the number and title, and replace it with the following:

(a) Protection - Protect seeded areas from trespass and other hazards of damage throughout the construction period. Use protective fences and signs as necessary to protect the area from damage.

01030.70 Cleanup - Delete the following:

"according to 00290.20."

01030.71 Waste Disposal - Delete this subsection, except for the number and title, and replace it with the following:

Disposal of all waste materials shall be in conformance with all State, Federal and local laws and regulations governing disposal of such waste products.

END OF SECTION

SUNMARK SEEDS INTERNATIONAL, INC.
 PO Box 1210
 Fairview OR 97024
 503-241-7333
 888-214-7333



Sunmark Native Swale Mix

Acres: 1
 Quantity: 43.48 lbs.

Botanical Name	Common Name	% by Weight	Seeds per lb. of Mix	Seeds per lb.	Actual % by Seed Size	Seeding Rate per acre	Lbs. Needed	% Requested
<i>Elymus glaucus</i>	Blue Wildrye	50.00%	55000	110000	10.26%	21.739	21.74	10%
<i>Festuca rubra rubra</i>	Native Red Fescue	15.00%	82500	550000	15.39%	6.522	6.52	15%
<i>Hordeum brachyantherum</i>	Meadow Barley	10.00%	8500	85000	1.59%	4.348	4.35	5%
<i>Glyceria occidentalis</i>	Northwestern Mannagrass	10.00%	150000	1500000	27.99%	4.348	4.35	30%
<i>Beckmannia syzigachne</i>	American Sloughgrass	10.00%	115000	1150000	21.46%	4.348	4.35	15%
<i>Deschampsia caespitosa</i>	Tufted Hairgrass	5.00%	125000	2500000	23.32%	2.174	2.17	25%
TOTALS:		100.00%	536000		100%	43.479	43.48	100%

Seeding Rate

1.00 PLS lbs. per 1000 sq. ft.
 43.48 PLS lbs. per acre



A Swale is a broad, shallow channel, densely planted with a variety of trees, shrubs, and grasses. They are designed to attenuate and in some cases infiltrate runoff from adjacent impervious surfaces, allowing pollutants to settle out in the process. Sunmark's Native swale mix has been designed to accentuate this purpose. It is comprised of native species that establish quickly and provide phytoremediation of stormwater.