

# City of Springfield Public Improvement Project

Invitation to Bid for:

**P21058  
Downtown Parking Modifications**

The information provided is an abridged version of the complete Invitation to Bid and is provided for review and informational purposes only. To submit a bid for consideration, a complete set of bid documents is required.

A complete set of bid documents may be viewed or purchased at the address shown below:

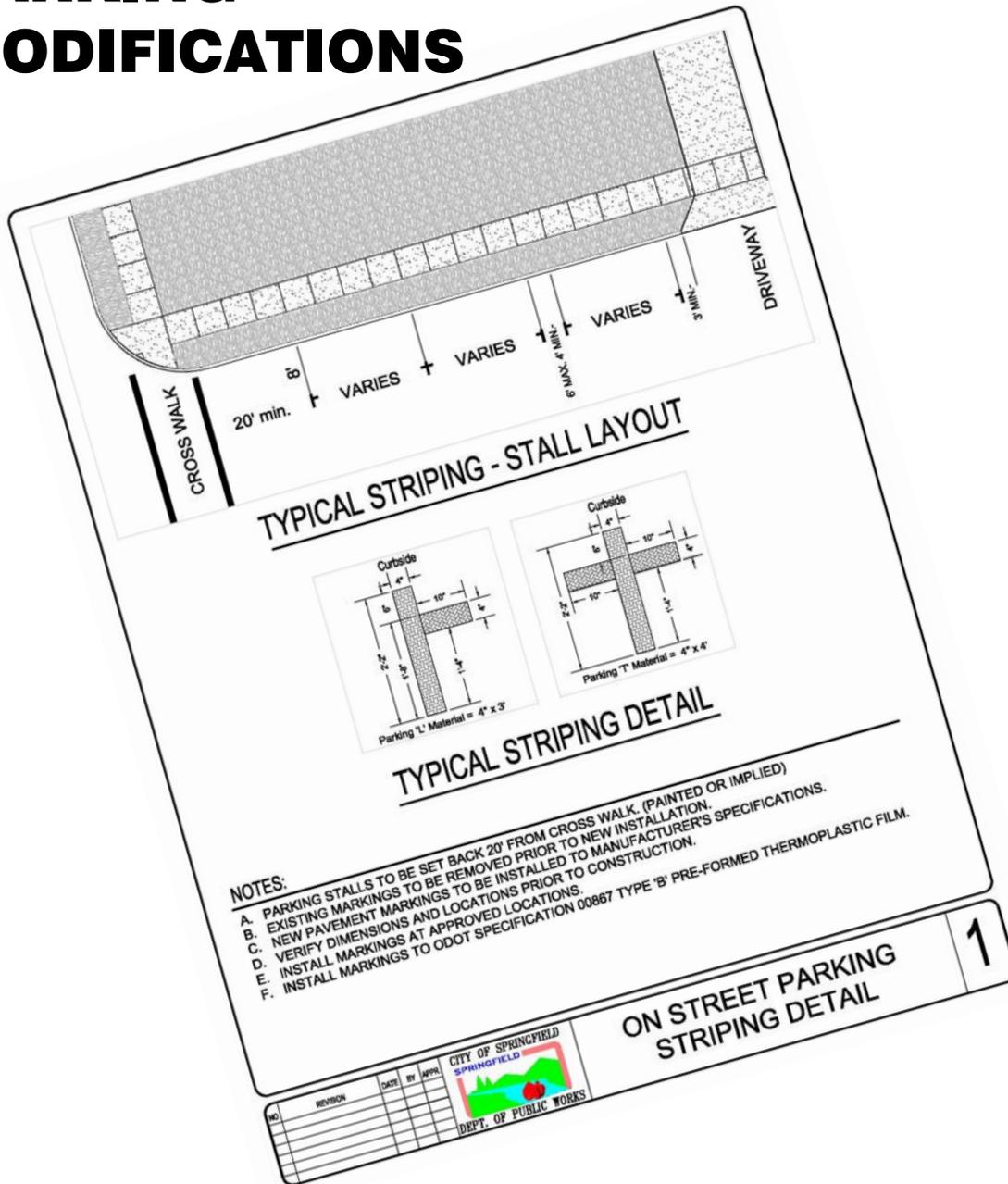
[http://www.springfield-or.gov/Pubworks/Current\\_PW\\_Projects.htm](http://www.springfield-or.gov/Pubworks/Current_PW_Projects.htm)

City of Springfield  
Development and Public Works Department  
Community Development Division  
225 Fifth Street  
NW Quad  
Springfield, OR 97477

Contact: Jolie Smith at 541-726-3687 of [jsmith@springfield-or.gov](mailto:jsmith@springfield-or.gov)

# PROJECT P21058

## DOWNTOWN PARKING MODIFICATIONS



City of Springfield  
Development and Public Works Department  
Community Development Division







City of Springfield  
Community Development Division

**SPECIFICATIONS**  
for  
**PROJECT NO. P21058**  
**DOWNTOWN PARKING MODIFICATIONS**

**MANDATORY PRE-BID MEETING**

**Date:** September 18, 2012  
**Time:** 10:00 A.M.  
**Location:** City of Springfield  
City Hall  
Meeting Room 3  
225 Fifth Street  
Springfield, OR 97477

**BID OPENING**

**Date:** September 27, 2012  
**Time:** 2:00 P.M.  
**Location:** City of Springfield  
City Hall  
Meeting Room 3  
225 Fifth Street  
Springfield, OR 97477

The deadline for submission of questions prior to bid opening is September 21, 2012 at 12:00 p.m. as specified in Section 3.3 of the Instruction to Bidders.

This Project is funded in full or in part by:

- State Funds  
 Neither State nor Federal Funds

**Please Take Note: All information required must be submitted as directed.**

**For your Bid to be considered responsive by the City of Springfield you must include all documents included in the Invitation to Bid with your Bid.** Additionally, any addendums or revisions must be acknowledged and submitted with your Bid. *The only exception to this is any plans or drawings which are not required to be submitted as a part of your Bid.*

All documents requesting information must be completed in full and signed where appropriate. *The only exceptions to this requirement are the sample Performance Bond, Payment Bond, Statutory Public Works Bond and Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request.*

A complete description of submittal requirements can be found in the Instruction to Bidders document included in this request for bid under the heading; **5. Bid.**



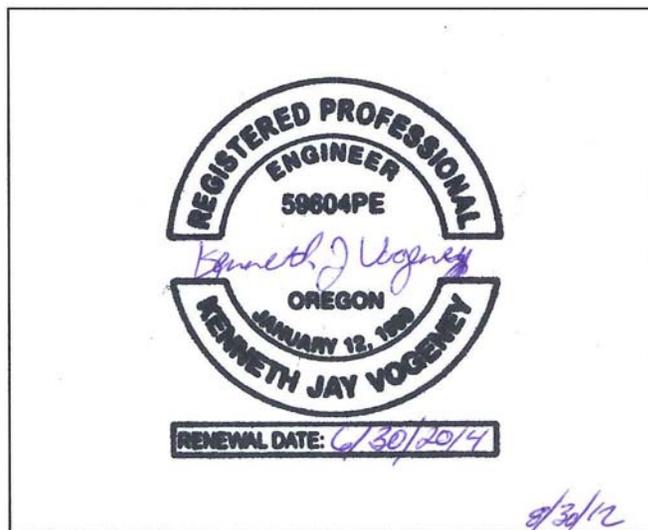


**CITY OF SPRINGFIELD**  
**Community Development Division**  
**Specifications**

for

**P21058**  
**Downtown Parking Modification**

**Engineer's Seal**





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**CITY OF SPRINGFIELD, OREGON  
Invitation to Bidders**

**Public Works Improvement Project**

Sealed bids will be received at the office of the Finance Director, Robert Duey at the City of Springfield Finance Department, 225 Fifth Street, Springfield, OR 97477, until 2:00 p.m. Local Time, the **27th day of September, 2012** and opened at 2:05 p.m. the same day at City Hall, for the construction of the following public works improvement project in the City of Springfield:

**Project No. P21058 Title: DOWNTOWN PARKING MODIFICATIONS**

**Description: RESTRIPING AND RECONFIGURING ON STREET PARKING**

Bid documents are available from the Department of Public Works, City of Springfield, 225 Fifth Street, Springfield, OR 97477, for a non-refundable fee of \$25 and are available for viewing at this location. Bid documents available on line at [http://www.springfield-or.gov/Pubworks/Current\\_PW\\_Projects.htm](http://www.springfield-or.gov/Pubworks/Current_PW_Projects.htm) and those on file at plan centers are incomplete and cannot be used to submit bids. The 1994 edition, as most recently amended, of the City's Standard Construction Specifications, with subsequent revisions, are available for a fee of \$40.00 or can be viewed on-line at <http://www.springfield-or.gov/pubworks/specs/specs.htm>.

A **mandatory** pre-bid meeting will be held on **September 18, 2012 at 10:00 A.M. in Room 3.**

**All questions should be addressed to Terri White, Engineering Assistant, at 541-726-3628 or** [twhite@springfield-or.gov](mailto:twhite@springfield-or.gov). The deadline for submission of questions regarding this Invitation to Bid is September 21, 2012 at 12p.m. Contact with any other City officials may be grounds for disqualification of bid.

No Bid will be received or considered by the City unless the bidder has a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005 and/or a valid landscape contractors license as defined in ORS 671.520 by the State Landscape Contractor's Board, as applicable, at the time the Bid is made and unless the bid contains a statement by the bidder as part of his/her bid that the provisions required by ORS 279C.838 through ORS 279C.870 shall be included in his/her contract. In accordance with ORS 279C.365, the City of Springfield will require that each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

The City of Springfield encourages contractors, sub-contractors and vendors who are minority, woman-owned and emerging small businesses to participate in City projects.

The City of Springfield may reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375, or waive minor irregularities not affecting substantial rights and may reject for good cause any or all bids upon a finding of the City of Springfield it is in the public interest to do so and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City.

Bids will be accepted and awarded in accordance with the City of Springfield's document on general conditions and standard specifications for public works construction.

Note: If applicable to this project, the First-Tier Subcontractor Form must be completed in full and submitted by the specified deadline or the bid will be rejected.

  
\_\_\_\_\_  
ROBERT J. DUEY  
Finance Director

Published: Daily Journal September 10, 2012  
Register Guard Publishing September 10, 2012





# CITY OF SPRINGFIELD

## INSTRUCTION TO BIDDERS

State and Local Funding Sources

### 1. Contracting Law

The Bidder is presumed to be familiar with all federal, state, and local laws, ordinances and regulations, orders and decrees which affect those engaged or employed in the work, materials, or equipment used in the proposed construction or which may affect the conduct of the work. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, or regulation, he/she shall immediately report it to the Owner in writing.

The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

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 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 bid, 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 bids 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 contract 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

Common Council, City of Springfield  
Board of Commissioners, Lane County  
Planning Commission, City of Springfield

Planning Commission, Lane County  
Lane Regional Air Pollution Authority  
Springfield Utility Board

## 2. Prequalification

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with ODOT or the City, may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work. In this regard, please thoroughly review and comply with the requirements of Section 5.6.

## 3. Contract Documents

### 3.1 Plans and Specifications

Plans, Specifications and any additional information relative to this project which are on file in the City Engineer's Office shall be made available there for inspection by prospective Bidders. **Note that the plans for this contract consist of the following:**

***Downtown On-Street Parking Plan sheets 1-11***

### 3.2 Examination of Contract Documents and Site of Work

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract Documents, and by such other means. It is understood and agreed that the City has obtained information regarding underground or other conditions or obstructions depicted in the Contract Documents from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

### 3.3 Interpretation of Contract Documents

If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown and in the manner instructed in the Invitation to Bid advertisement at least five (5) days before the scheduled closing time for filing Bids. 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 Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided contact information on the sign-in sheet. Such addendums shall have the same binding effect as though contained in the main body of the Contract 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.

### 3.4 Addenda to Contract Documents

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 filing the Bids shall be binding upon the Bidder. The Owner shall make a reasonable effort to supply copies of such addenda to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided contact information on the sign-in sheet. Failure of the Contractor to receive or obtain such addenda shall not excuse him or her from compliance, if he or she is awarded the Contract.

## **4. Estimate of Listed Quantities**

The estimate of quantities of work to be done under unit price Bids is approximate and is given only as the basis of calculation for comparison of Bids and award of the Contract. The Owner does not agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

The Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof.

## **5. Bid**

### 5.1 Submittal and Form of Bid

**ALL BID DOCUMENTS, EXCEPT PLANS, MUST BE RETURNED WITH THE BID.** This includes all documents contained in the original bid book, whether they require the completion of information or not, and any addendum that may be issued pertaining to the bid in question. The only exceptions to this are any full size plans or drawings which are not required to be submitted as a part of your Bid.

**The City is advertising Project P21058 with a Base Bid. Bidders shall bid on all Bid Items in the Base Bid. The City will determine the successful Bidder as the responsible Bidder with the lowest responsive bid for the Base Bid.**

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: (1) The project name and project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Sealed Bids shall be addressed to and received at the Office of the Finance Director, City Hall, 225 Fifth St. Springfield, Oregon, 97477 at, or before, the time and date noted on the Invitation to Bidders, at which time the Bids will be publicly opened and read aloud.

All Bids shall be on the form furnished by the City, 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. The only exceptions to this requirement are the Performance Bond, Payment Bond, Statutory Public Works Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids.

If, in the opinion of the Owner, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected.

#### 5.2 First Tier Subcontractor Statement

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). If the total Bid price for the contract exceeds \$100,000, the Bidder shall submit on the form provided (within two working hours of the date and time of when the bids are due), a list of all first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) which will be furnishing labor or material on the Contract whose subcontract value would be equal to or greater than 5 percent of the total Bid price, but at least \$15,000. Also, any Subcontractor with a subcontract value greater than \$350,000, regardless of the percentage of the total Bid price, must be listed. The following information must be listed: a) The Subcontractor's name and address, b) The Subcontractor's Construction Contractor Board registration number, if one is required, and c) The subcontract dollar value. If no subcontractors are being used that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the accompanying form. The form may be submitted with the Bid or may be submitted separately in a separate envelope from the Bid within two hours after the bid opening. The envelope containing the form should be marked "Subcontractor Disclosure Form Submitted for Project P21058" and should also be marked with the name of the Bidder.

#### 5.3 Bid Guarantee

As required by ORS 279C.365(4) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written 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 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010 Bid Bond (sample form enclosed). The Bid Bond may not be altered.

Such Bid Guarantee 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 a satisfactory Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.

#### 5.4 Withdrawal, Modification, or Alteration of Bid

A Bid may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw its Bid or any portion thereof after the time set for the opening of Bids until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Bid opening. Negligence on the part of the Bidder in preparing its Bid confers no right to withdraw its Bid after the scheduled closing time for filing Bids.

Prior to the scheduled closing time for filing Bids, changes may be made provided the changes are initialed by the Bidder or its Agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail.

#### 5.5 Late Bids

Bids received after the scheduled closing time for filing Bids as set forth in the Invitation to Bidders will be rejected and returned unopened to the Bidder unless such closing time is extended by the City.

## 5.6 References

In order to comply with the requirements of ORS279C.375 regarding the determination of bidder responsibility, completion of the *Financial Responsibility Form* included in the Invitation to Bid documents must be completed in full. The City will use the information provided to ascertain the financial responsibility of the bidder as it pertains to the specific criteria to be considered prior to award of a public works contract.

The City reserves the right to investigate the references, financial capacity, credit history and past performance of any Bidder, including service(s) provided to City of Springfield, with respect to their successful performance on other projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. The City reserves the right to use any information or reference that may be discovered in evaluating any bid. The City reserves the right to find a bid to be nonresponsive for failure or refusal of bidder to provide all information in a timely manner, as requested. The City may postpone issuance of a Notice of Intent to Award in order to complete its investigation. The City reserves the right to reject any bid at any time prior to the City's execution of a Contract in the event reference checks prove unsatisfactory. The City's investigation may include Bidder's previous business entities of the principals involved. If more than one Bidder is involved the City may investigate each entity. In the event that the City requests information from the Bidder the completeness of the information submitted, its veracity and the extent to which it has been independently verified will impact the City's decision.

## 5.7 Bid Ownership

All material submitted by the Bidder (with the exception of the Bid Bond) shall be considered the property of the City, and the City shall not be required to return same to any Bidder. The material submitted by bidders will be treated in the same manner as the City's own records.

After bid opening, all bids become part of the public record (ORS 279B.055(5)(a)) unless exempt under Oregon Public Records Law, see ORS 192.501 and 192.502. Bidders wishing to exempt appropriate portions of their Bids from disclosure as public records are encouraged to discuss their concerns with the City's Finance Director at the address listed below prior to the submission of their bids, see ORS 279B.055(5)(c)). *For examples see ORS 192.501(2) Trade Secrets; ORS 192.502 (4) Confidential Submissions. (See ORS279B.055(5)(c)).*

Robert J. Duey, Finance Director  
City of Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477

## 5.8 Rejection of Bids

The Owner reserves the right to reject any or all Bids in whole, or in part, or to waive irregularities not affecting substantial rights.

General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the City Council and submit satisfactory evidence that he or she has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer.

The City also reserves the right to reject any Bid which is 10 percent greater or 20 percent less than the Engineer's estimate or any Bid which contains item bids which vary more than 30 percent plus or minus from the Engineer's item bid estimate.

## **6. Payments by Contractor**

### **6.1 Wages**

It is agreed that if this project qualifies under Oregon law as a prevailing wage rate public works project, each worker in each trade or occupation employed in the performance of this 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, must be paid not less than the applicable prevailing wage rate. If this project contains both federal and state funds, the hourly wages shall be not less than the higher of the state or the federal amount of the prevailing rate of wage. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815(2)(b).

The prevailing rate of wage shall be that determined by the Labor Commissioner of the Oregon Bureau of Labor and Industries. A current listing of prevailing wage rates can be found at [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI) under the heading Prevailing Wage Rate Publications. The rates in effect at the time the initial specifications were first advertised shall be effective for the duration of the Contract, regardless of any changes to the rates that may be issued by the Labor Commissioner.

If any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and if that dispute cannot be settled by the parties involved, the dispute may be referred to the Commissioner of the Bureau of Labor and Industries, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

It shall be the responsibility of the Contractor and any Subcontractor to post the prevailing wage rates on the job site in a conspicuous place which is accessible to employees and must remain posted for the duration of the job.

Pursuant to the provisions of ORS 279C.515, if a Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with a public Contract as such claim becomes due, the contracting agency may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due the Contractor by reason of such Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

### **6.2 Certified Payroll Statements**

It shall be the responsibility of the Contractor and any subcontractors to submit certified payroll statements to the City as to the wage rates paid to each worker as follows:

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5<sup>th</sup> day of the following month for which the certified statement and certificate are being presented, regardless of whether any actual work was performed on the project

or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

### 6.3 Public Works Bond

As specified in ORS chapter 279C, and amended by Oregon Laws 2005, chapter 360 Contractors and Subcontractors are required to file with the Construction Contractors Board a public works bond with a corporate surety in the amount of \$30,000.00 before starting work on a Contract or Subcontract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to 279C.870) with a total Contract price greater than \$100,000. The bond shall be mailed or otherwise delivered to the Construction Contractors Board at the following address:

Construction Contractors Board  
P. O. Box 14140  
Salem, OR 97309-5052

Specific exemptions from this requirement were expanded with House Bill 2776 as follows:

Exemptions from the bond requirement may be granted under specific circumstances as outlined in ORS 279C.836(7) for certified disadvantaged, minority, women or emerging small business enterprises. The Contractor shall contact BOLI regarding qualifications for such exemptions.

If qualified the enterprise must provide the Construction Contractor's Board with written notification of its certification. In addition, the enterprise must notify the City that a public works bond has not been filed and provide proof of qualification prior to commencing work.

### 6.4 Certification

No Bid will be received or considered by the City unless the Bid contains a statement by the Bidder as part of the Bid that the Bidder shall comply with provisions regarding prevailing rates of wages required by ORS 279C.840.

### 6.5 Medical Care Payments

The Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

6.5.1 May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any Contract entered in pursuant thereto; or

6.5.2 Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

### 6.6 Monies Due State Commissions or Private Carrier

The Contractor shall promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.



**CITY OF SPRINGFIELD CONTRACT**  
State and Local Funding Sources



**Project No. P21058**

**Project Title: DOWNTOWN PARKING MODIFICATIONS**

**Description: RESTRIPIPING AND RECONFIGURING ON STREET PARKING**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Springfield, under and by virtue of the Charter, Laws, and Ordinances of the said City of Springfield, and the laws of the State of Oregon, and \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants and contracts hereinafter mentioned, attached and made a part of this Contract, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

**1. GENERAL REQUIREMENTS**

This Contract, signed by both parties, supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. This Contract, as signed by both parties, shall be composed of each and every one of the following listed parts and all approved revisions thereto:

1. Change Orders
2. Addenda to the Special Provisions
3. Special Provisions
4. Addenda to General Conditions and Standard Specifications
5. General Conditions and Specifications
6. Contract Plans
7. Standard Drawings
8. Instruction to Bidders
9. Bid Proposal

The Contractor shall furnish all materials, tools, equipment, labor, and do all work necessary and incidental to completing this Contract, in accordance with the requirements of the documents pertinent thereto, including those listed in Section 104.02 of the Standard Specifications in their entirety, which are also set forth hereinabove.

The Contractor shall so complete this Contract and present same to the City on or before the time specified in the Bid Proposal. The total probable estimated cost of the Contract as stated on the Bid is \_\_\_\_\_ (\$\_\_\_\_\_).

It is agreed that the actual final total cost per item and total Contract may vary in accordance with the provisions of the Bid, Section 102.10 of the Standard Specifications, and Article 4 of the Instructions to Bidders.

## **2. CONTRACT COMPLETION**

The City of Springfield hereby promises and agrees, with the Contractor, to contract with and does hereby contract with the Contractor to complete this Contract in accordance with the above requirements, including any change orders, provided that a reasonable and equitable change order can be agreed upon between the Contractor and the City. In event of failure to so agree on any required change order, the City may then proceed with such work in any manner the City may elect. Such a situation and action by the City shall in no way relieve either the Contractor or the City of their respective obligations and responsibilities regarding all other requirements of this Contract.

## **3. FULL PERFORMANCE BY CONTRACTOR**

The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

## **4. NO LIABILITY TO CITY**

It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

## **5. CITY BONDING**

The Contractor shall file with the City of Springfield at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a surety company registered to issue bonds in the State of Oregon, and utilizing bond forms acceptable to the City. The City will accept AIA Document A312-2010 Performance and Payment Bonds (sample forms enclosed). The Bonds may not be altered.

The bonds shall be in the amounts of one hundred percent (100%) of this Contract. All bonding shall remain in force for one (1) year after the date of City Council acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.

## **6. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 7 shall not negate Contractors obligations in this paragraph.

## **7. INSURANCE - PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall maintain in force for the duration of this agreement 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 Liability policy 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 City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.

### **A. Workers' Compensation**

The Contractor shall be provided and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

### **B. Subcontractors**

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation, insurance 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.

### **C. 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](mailto: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)*

### **D. Asbestos Abatement Coverage (only applicable to Asbestos Specific Contracts)**

The commercial General Liability policy with a minimum limit of \$1,000,000 shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

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

### **E. Pollution Liability Coverage (This coverage is required for this project.)**

The commercial General Liability policy with a minimum limit of \$1,000,000 shall be written on a form that meets the following criteria and must be POLLUTION SPECIFIC as follows:

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

#### **F. Course of Construction and/or Installation Floater**

The Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect/Engineer, as applicable, and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

#### **G. 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.

#### **H. 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.

### **8. INDIAN GRAVES AND PROTECTED OBJECTS**

The Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event the Contractor or any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Contractor is fulfilling this Contract, the Contractor will immediately safeguard the artifacts and site, halt construction activities at the area of the find, and immediately notify City. Such artifacts may include but not be limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over to the City for appropriate disposition in accordance with applicable law. Upon receipt of notification the City will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and City will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and the City shall make reasonable adjustments.

### **9. LIQUIDATED DAMAGES**

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.

#### **A. Delay**

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for

each and every calendar day of delay in the amount of \$500 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

**B. Failure to Report Sewage Spills**

The contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

**10. PREVAILING WAGE RATE PROVISIONS**

Oregon law requires that if prevailing wage rate law applies a public agency must pay the prevailing wage rate for all contracts over \$50,000. For contracts over \$50,000, Contractor will comply with the applicable requirements of ORS 279C.800 through 279C.870 including the provisions in this Section 10.

**A. Notice**

In the event that total cost of the contract as specified in Section 1 "General Requirements" does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$50,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.

**B. Prevailing Wage Rate**

Each worker in each trade or occupation employed in the performance of this 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, must be paid not less than the applicable prevailing wage rate. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815. Information regarding the Prevailing Wage Rate that is applicable to this Contract is contained in the document titled "Certification of Compliance With All Prevailing Wage Rate Requirements" which is included within the Invitation to Bid documents and is incorporated herein by reference.

**C. Submission of Certified Payrolls**

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5<sup>th</sup> day of the following month for which the certified statement

and certificate are being presented, regardless of whether any actual work is performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

Each worker employed in the performance of this contract, either by the Contractor or Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work of the contract, must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

#### **D. Bonding To Be Filed With The Construction Contractors Board**

As specified in ORS chapter 279C, and amended by Oregon Laws 2005, chapter 360, Contractors and Subcontractors are required to file with the Construction Contractors Board a public works bond with a corporate surety in the amount of \$30,000.00 before starting work on a Contract or Subcontract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to 279C.870) with a total Contract price greater than \$100,000. The bond shall be mailed or otherwise delivered to the Construction Contractors Board.

Exemptions from the bond requirement may be granted under specific circumstances as outlined in ORS 279C.836(7) for certified disadvantaged, minority, women or emerging small business enterprises. The Contractor shall contact BOLI regarding qualifications for such exemptions.

If qualified, the enterprise must provide the Construction Contractor's Board with written notification of its certification. In addition, the enterprise must notify the City that a public works bond has not been filed and provide proof of qualification prior to commencing work.

By signing this Contract, the Contractor certifies that the Contractor, and any Subcontractor who will perform work under this Contract, will file a public works bond with the Construction Contractors Board as required prior to beginning work on the project.

#### **E. BOLI Ineligible List**

As specified in ORS 279C.860 no Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the List of Contractors Ineligible to Receive Public Works Contracts, as established by the Bureau of Labor and Industries, shall perform work under this Contract. By signing this Contract, the Contractor certifies that neither the Contractor, nor any Subcontractor who will perform work under this Contract, appears on the most current List of Contractors Ineligible to Receive Public Works Contracts.

### **11. PAYMENT, CONTRIBUTION, LIENS, WITHHOLDING**

#### **A. Prompt Payment**

Contractor shall make payment promptly as due to all persons supplying to the contractor, labor or material for the performance of the work provided for in the contract.

As specified in ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the City of Springfield may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

If the Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580.

As specified in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

As specified in ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017.

### **B. Industrial Accident Fund**

The Contractor shall promptly pay all contributions or amounts due to the State Industrial Accident Fund or private carrier of accident insurance from such Contractor or Subcontractor incurred in the performance of the contract. If a private carrier is used, the Contractor shall notify the City Engineer as to the carrier's name and address before commencement of the work.

### **C. No Liens**

Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Springfield or subdivision thereof on account of any labor or material furnished.

### **D. Withholding**

Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

### **E. Hours**

No person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

### **F. Notice**

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 give notice to employees working on the contract project in writing, either at the time of hire or before commencement of work on the Contract, and by posting a notice in a conspicuous location which is accessible to and frequented by employees, of the number of hours per day and days per week that the employee may be required to work as specified in ORS 279C.520. The posting must remain in place for the duration of the job.

## **12. DEMOLITION**

If any demolition is involved, the Contractor shall salvage or recycle "construction" and demolition debris, if feasible and cost-effective.

## **13. EMPLOYEE DRUG TESTING**

By signing this Contract, Contractor certifies that it currently has in place, and will maintain in place over the life of the Contract, an employee drug testing program pursuant to ORS 279C.505(2).

## **14. TERMINATION FOR FAILURE TO COMPLY**

Failure to comply with any local, state, or federal laws and regulations shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield.

## **15. SEVERABILITY**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

## **16. WAIVER**

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

## **17. CAPTIONS**

The titles to paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

## **18. RIGHTS IN DATA**

All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for the City of Springfield pursuant to this Contract, shall become exclusively the property of the City of Springfield. The ideas, concepts, know-how, or techniques developed during the course of this Contract by the Contractor's personnel can be used by either party in any way it may deem appropriate. Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this Contract, or rightfully obtained by the Contractor from third parties, shall belong to the Contractor irrespective of their similarity to materials which might be delivered to the City of Springfield pursuant to this Contract. The Contractor shall not, however, use any written materials developed under this Contract in developing materials for others, except as provided in this section.

## **19. ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Springfield. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

## **20. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to this Contract and their respective successors and assigns.

## **21. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS**

The Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract. Damages or costs resulting from noncompliance shall be the sole responsibility of the Contractor.

## **22. ATTORNEY FEES**

In the event a lawsuit of any kind is instituted on behalf of the City of Springfield to enforce any provision of this Contract, the Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

## **23. FORCE MAJEURE**

Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Springfield may terminate this Contract upon written notice after determining such delay or default will unreasonably prevent successful performance of the Contract.

## **24. ACCESS TO RECORDS**

The City of Springfield and its duly authorized representatives shall have access to books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

## **25. AMENDMENTS**

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City of Springfield. No modification of this Contract shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

## **26. NONDISCRIMINATION**

The Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

## **27. DUAL PAYMENT**

The Contractor shall not be compensated for work performed under this contract from any City of Springfield agency other than the agency which is a party to this contract.

## **28. REMEDIES**

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Contract shall be conducted in the courts of the State of Oregon, County of Lane.





**Bid Item List**

**Project No. P21058**  
**Project Title: Downtown Parking Modifications**

**Bid Items:**

<b>Item No.</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Per</b>	<b>Unit Price</b>	<b>Total Price Extension</b>
<b>On-Street Base Bid Items:</b>					
0060	Mobilization	1	L.S.		
0061	Temporary Traffic Control	1	L.S.		
0224-A	Install 4-inch Heat fused White Pavement Marking – 'L'	418	EACH		
0225-B	Install 4-inch Heat fused White Pavement Marking – 'T'	148	EACH		
0234-A	Paint Yellow Curbs ( 2 Coats)	7,000	L.F.		
0238	Lead Paint Disposal Costs	1	L.S.		
0239	Lab Testing for Lead Paint	1	EACH		
0607	Remove Yellow Curb Paint	10.900	L.F.		
0617-A	Remove 4-inch Plastic Pavement Markings	2,150	L.F.		
<b>On-Street Project Base Bid Item Total</b>					
<b>Project Bid Item Total:</b>					<b>\$</b>

**Terms, Declarations and Bid Submittal**

**Bidder's Understanding**

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

**Bid**

The undersigned Bidder having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project No P21058 in accordance with this bid, the Contract Plans, City of Springfield Standard Construction Specifications, 1994 Edition, and all subsequent modifications, the Special Provisions, and all other Contractual Documents at the prices and on the terms herein contained.

The unit price bids are submitted with the understanding that the quantities stated are approximate and are given only as the basis of calculation for comparison of bids and determining that the unit prices are balanced and that final payment for all unit price bid items will be based on actual quantities.

It is understood that in the instance of a discrepancy between the unit price and the extension (total price extension) the unit price shall govern. The extension shall be determined by multiplying the unit price by the number of units (approximate quantity).

### **Bid Guarantee**

As required by ORS 279C.365(4) each bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written 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 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010. The Bid Bond may not be altered.

Such Bid Guarantee 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 a satisfactory Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution, otherwise the Bid Guarantee accompanying this bid shall be returned to the Bidder. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.

### **Bid Acceptance Period**

This bid will remain subject to acceptance for a period of 60 days after the bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the City.

### **Liquidated Damages**

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.

#### **a. Delay**

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

#### **b. Failure to Report Spills**

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

### **Contract Time of Completion**

The Contractor shall not begin work under this bid until written Notice to Proceed has been received. The contractor shall complete the work under this bid within **90 consecutive working days** from the date of actual commencement of work or the date occurring ten days after the date of the Notice to Proceed, whichever occurs first, or such other starting date as is fixed by the Notice to Proceed.

The Contractor shall apply for any extensions of time as specified in Subsection 108.06 of the Standard Construction Specifications.

**Certifications**

The undersigned Bidder hereby certifies that:

- 1.) If awarded the contract, they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 2762 as applicable.
- 2.) They, and any Subcontractors performing work on the project in question, have in place and will maintain an employee drug testing program that is in compliance with ORS 279C.505.
- 3.) They have not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.
- 4.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the List of Contractors Ineligible to Receive Public Works Contracts, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.
- 5.) The Bidder shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractor's license as defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable, in place at the time the bid is presented.
- 6.) All Subcontractors shall have a current, valid certificate of registration issued by the Construction Contractor's Board as defined in ORS 701.005(2) and/or a valid landscape contractors license as defined in ORS 671.520(2) by the State Landscape Contractor's Board, as applicable in place prior to performing any work under the Contract.

**Bid Addenda**

All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are as incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the bid as presented. All Addenda must be included with the bid submitted.

Addendum Number	Addendum Date

**Declarations**

The undersigned Bidder declares that the only persons or parties interested in the bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the bid is made without any connection or collusion with any person submitting another bid on this project.

I have read, fully understand, and agree that as Bidder I, and all Subcontractors, will comply with all of the terms and conditions of the contract for which this bid is presented. By signing below I attest that I am an officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this bid for consideration.

Bidder's Signature \_\_\_\_\_

Bidder's Name *(Please Print)* \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax Number \_\_\_\_\_

Date \_\_\_\_\_

**The award of this Contract shall be made to the responsible Bidder with the lowest responsive bid as described in the Instruction to Bidders Section 5.1 Submittal and Form of Bid.**



CITY OF SPRINGFIELD
Public Improvement Contracts
ORS 279C.375

FINANCIAL RESPONSIBILITY FORM

ORGANIZATION NAME: \_\_\_\_\_

PRINCIPAL(S): \_\_\_\_\_
Name / Title (Please Print)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The information provided in this form is part of the City's inquiry concerning Bidder responsibility pursuant to ORS 279C.375 for public works/public improvement projects. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete, or illegible answers may result in a finding that you are not a responsible Bidder. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential must be marked according to instructions in the solicitation document.

1. Is your company a Resident Oregon Bidder as defined in ORS 279A.120?

[ ] Resident [ ] Non-resident

Note: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120(1)(b)

2. Contractor's Construction Board Number: \_\_\_\_\_ as required by ORS 701.055.

Expiration date: \_\_\_\_\_

3. Companies from whom you obtain surety bonds:

Surety Company #1

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

Present Amount of Bonding Coverage (\$): \_\_\_\_\_

**Surety Company #2 (if needed)**

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

Present Amount of Bonding Coverage (\$): \_\_\_\_\_

4. Has your application for Surety Bond ever been declined within the past 10 years?

Yes  No

If yes, please explain. \_\_\_\_\_

5. During the past two years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?

Yes  No

If yes, please explain. \_\_\_\_\_

6. Has a judgment been entered against your company within the past 15 years finding it to be in breach of any contract for unperformed or defective work?

Yes  No

If yes, please explain. \_\_\_\_\_

7. Has any officer, employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes  No

If yes, please explain. \_\_\_\_\_

8. Has any officer, employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes  No

If yes, please explain. \_\_\_\_\_

9. Has your company or any officer, employee or agent of your company been convicted under state or federal antitrust laws?

Yes  No

If yes, please explain. \_\_\_\_\_

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?
- Yes  No
- If yes, please explain. \_\_\_\_\_
- 
11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$\_\_\_\_\_. What portion of this amount remains available at time of completion of this form? \$\_\_\_\_\_.
12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?
- Yes  No
- If yes, please explain. \_\_\_\_\_
- 
13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?
- Yes  No
- If yes, please explain. \_\_\_\_\_
- 
14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “Yes” even if the matter proceeded to arbitration or mediation without court litigation.
- Yes  No
- If yes, please explain. \_\_\_\_\_
- 
15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?
- Yes  No
- If yes, please explain. \_\_\_\_\_
- 
16. Complete the attached experience and reference form, Attachment 1 for your firm and submit with bid package.
17. Include with your bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.
18. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

## Declaration and Signatures

The undersigned hereby declares that he or she has the legal power, right and actual authority to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. The undersigned further agrees to provide additional financial statements (described in #18 above) upon request by City's Finance Director. Incomplete, incorrect or misleading information may be reason for a determination by the City of non-responsibility.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature of authorized official)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please type or print)* *(Please type or print)*

For: \_\_\_\_\_  
*(Firm's name - Please type or print)*

### Business Organization: (Check one)

**Corporation**  
**Partnership**  
**Joint Venture**

**Limited Liability Company**  
**Sole Proprietorship**  
**Other** \_\_\_\_\_

## **Attachment 1 - Experience / References**

**Current Contracts in Force/Previous Experience – Minimum of three required of similar nature with public sector work.**

### **Contract #1**

<b>Location (city/state)</b>	
<b>Owners Name</b>	
<b>Type of Work</b>	
<b>% Completed</b>	
<b>Estimated Completion Date</b>	

### **Contract #2**

<b>Location (city/state)</b>	
<b>Owners Name</b>	
<b>Type of Work</b>	
<b>% Completed</b>	
<b>Estimated Completion Date</b>	

### **Contract #3**

<b>Location (city/state)</b>	
<b>Owners Name</b>	
<b>Type of Work</b>	
<b>% Completed</b>	
<b>Estimated Completion Date</b>	

**References – Minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting contractor’s qualifications.**

### **#1 Project Owner Reference**

<b>Reference Name</b>	
<b>Business or Employer</b>	
<b>Telephone</b>	
<b>Project Name/\$ Amount</b>	

### **#2 Project Owner Reference**

<b>Reference Name</b>	
<b>Business or Employer</b>	
<b>Telephone</b>	
<b>Project Name/\$ Amount</b>	

### **#1 Subcontractor Reference**

<b>Reference Name</b>	
<b>Business or Employer</b>	
<b>Telephone</b>	
<b>Project Name/\$ Amount</b>	

### **#2 Subcontractor Reference**

<b>Reference Name</b>	
<b>Business or Employer</b>	
<b>Telephone</b>	
<b>Project Name/\$ Amount</b>	



# **SPECIAL PROVISIONS**

## **Downtown Parking Modification P21058**

**NOTE: All work shall be in accordance with the City of Springfield Standard Construction Specifications (<http://www.springfield-or.gov/pubworks/specs/specs.htm>) unless otherwise specified herein.**

### **PART A – GENERAL**

#### **A1. Project Overview**

This project consists of constructing pavement and traffic control modifications to both on-street and off-street parking areas in downtown Springfield. The project area is bounded by Mill Street on the west, 10<sup>th</sup> Street on the east, B Street on the north and South A Street on the south as described in the attached plans and specifications.

On-Street Parking Modifications include:

- a. Removal, and reapplication of pavement and curb markings
- b. Exact locations for reinstallation and reapplication will be marked for the Contractor by the City of Springfield.

#### **A2. Overall Project Description and Scope of Work**

1. Operations will include but not limited to: the work described above and in the attached plans and specifications, protection of the public from operations, and protection of materials and features within the work area that remain. All work shall be done in accordance with the highest standards of practice in the industry.
2. Codes and Standards: All work shall be furnished in conformance with all applicable codes, statutes and standards that apply to this work including but not limited to:
  - a. Any applicable Federal, State, or City of Springfield Codes, Standards and Ordinances, including these contract documents and City of Springfield Standard Construction Specifications (current edition and most recent revision)
  - b. Contractor is responsible for acquiring and paying for all permits (Except ODOT Permit), scheduling necessary inspections and providing traffic control plans to ODOT and the City of Springfield. The City of Springfield will obtain required ODOT permitting. Pioneer Parkway and Main Street are the locations where ODOT permits are required.
3. The Contractor shall determine tools and equipment necessary for execution of project. The Contractor shall determine the materials and labor necessary to furnish adequate protection for surfaces and objects inside and outside the work area and for adjoining work that could be damaged by preparation and/or work activities. Care shall be taken not to damage any of the existing asphalt or concrete during the work. Any damage shall be repaired at the Contractor's sole expense.
4. All work performed shall carry a minimum 1-year warranty from date of acceptance by City Council on materials and workmanship.

5. Contractor is responsible for leaving the site in a neat and clean condition during and after the project. This will include clean up of all debris, safe and sanitary disposal of all material, containers, etc. generated during completion of the project. Further, Contractor shall remove waste and trash generated by their work. This shall be done at the end of each work day. Take all standard professional precautions to avoid contamination of the environment as required by law and to protect the public from operations. Contractor shall prepare and submit for approval a plan for containment that outlines how Contractor will keep contaminants, waste and debris out of the City's Storm Water system. This shall include such items as barriers, catch basin liners, dams, vacuuming, etc. to keep debris and contaminants out of the storm water system.
6. Work on Saturdays and/or Sundays may be required to avoid crowd conflicts between Contractors and business patrons/staff. Contractors shall work with the City to adjust the schedule to accommodate the work and special events or activities being held while the work is being completed.
7. Work within Two (2) blocks of 5<sup>th</sup> and "A" Streets shall occur from Saturday to Thursday and not on Fridays in order to NOT disturb the "Friday Farmer's Market".
8. Note: "Brand Name or Equal Specification" means a specification that uses one or more manufacturers' names, 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. Such a specification authorizes bidders or proposers to offer goods or services that are equivalent or superior to those brands named or described in the specifications. The City shall determine if the proposed substitution is equal or superior based on submittals given to us during the proposal process. All Contractors will be notified of the "equal or superior substitution" prior to submitting their proposals, allowing everyone to bid the approved alternate product if desired.
9. Painting over existing markings to obliterate the markings is not permitted.

## **PART B – CONSTRUCTION**

**Note:** See traffic Section C for additional special provisions.

### **ON-STREET**

- B1. Curb Repair – No Bid Item** Spalling, broken or damaged curb shall be reported to the field engineer for determination as to whether or not repair. There is no repair work in this contract.

## **PART C: TRAFFIC CONTROL**

- C1. Temporary Traffic Control - Bid Item 0061** This item 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 field 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. Temporary traffic control signs shall be constructed of '*Soft*' (fabric) type material. Signs shall be mounted on 'flexible' (spring-loaded) sign stands. All hard signs (wood, metal, and plastic-card) must only be mounted on approved barricades or posts.

- *Temporary Parking Removal:* This project will require the temporary removal of on-street parking to accomplish curb paint removal and curb painting. The Contractor shall be responsible to coordinate the placement, and removal of 'No Parking' zones within the project area. The Contractor shall provide, and place 'No Parking' signs, mounted on Type I Barricades to identify parking zones that will be closed to public use. These 'No Parking' signs shall be labeled with the date(s) and time(s) the parking will be closed for construction work. *The Contractor shall submit a separate Traffic Control Plan (TCP) to the traffic engineer detailing the projected date(s) that each zone will be posted 48 hours in advance of the project activity.*
- *Work Zone Limits and TCP:* The Contractor shall submit a separate Traffic Control Plan (TCP) to the traffic engineer detailing the projected date(s) and times that each zone will be posted 48 hours in advance of the project activity. Curb paint or parking zone removal **shall be staged in limited zones** to reduce the impact on the public. The Contractor shall develop the separate Traffic Control Plan (TCP) to outline these limited zones. These zones shall be restricted to the removal and/or installation operations to **one side of a street block** before proceeding to another location. Vehicle and pedestrian safety shall be maintained, and impacts to business and homeowners shall be a top priority. The Contractor shall identify any **areas of concern** on the TCP that could be damaged due to his operations and discuss these areas with the traffic engineer for approval to proceed prior to such operations.
- *Existing Signage:* 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.
- *Project Signs:* The Contractor shall install City supplied "Project Signs" as directed by the Engineer as shown on the plans. The City supplied sign is a 4' x 3' sign mounted on a 4" x 4" x 10' wood post. The Contractor shall pick up said sign/s at the Traffic Maintenance Shop, 201 South 18th Street, Springfield before the start of construction. The Contractor shall also remove the signs when all construction is complete or as directed by the Engineer and deliver them in good condition to the Traffic Maintenance Shop. Payment for said sign work shall be incidental to Temporary Traffic Control, Bid Item No. 0061. All temporary construction signs when not in use will 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 hour 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).

- *Construction Zone Work Hours:* Unless otherwise directed by the Engineer, normal right-of-way construction work zones with active project operations are to be conducted between the hours of **8:15 am to 4:15 pm daily**. Other circumstances, such as holidays, special events, or other construction) may affect the work zone hours. Any deviation of these work zone hours must be approved by the field engineer prior to construction. Traffic signals or other traffic control devices that need to be turned off by City of Springfield personal shall be requested to the field engineer 48 hours in advance of this activity. Traffic signals that need to be ‘reconfigured’ due to construction activities that effect lane usage need to be coordinated with the traffic engineer 72 hours prior to any lane closures.
- *Business Access:* Contractor shall take reasonable steps to provide public access to any business that is blocked, partially blocked, or difficult to access or confusing in any way for the traveling public due to operations of the Contractor. The Contractor shall provide adequate traffic control and signs to clarify the alternate or existing access available to the business. Measurement and payment of traffic control devices for temporary business access shall be cost incidental to Bid Item No. 0061, Temporary Traffic Control.
- *Detours:* If a detour established by the Contractor causes or may cause difficulty or confusion regarding access to a business, adequate directional signs shall be provided to direct the traveling public to the business. Measurement and payment of traffic control devices for detours shall be cost incidental to Bid Item No. 0061, Temporary Traffic Control.
- *Measurement and Payment:* Payment shall be LUMP SUM for this bid item.

**C2. Install Heat Fused White Pavement Marking – (Parking ‘T’ & ‘L’) - Bid Item Nos. 0224-A, 0225-B.** This item shall include all labor, materials, and equipment to install heat fused retro reflective thermoplastic pavement markings (ODOT - Type ‘B’ Preformed, Fused Thermoplastic Film) as detailed on the plans (ON STREET PARKING STRIPING DETAIL 1), and as described in the standard specifications. *Thermoplastic materials must be approved by the Engineer prior to installation.*

- *Scope:* This work shall consist of providing all labor, traffic control, material and equipment necessary to install thermoplastic pavement markings as shown on the plans or as directed by the engineer. Layout of all pavement marking will be provided by the City of Springfield.
- *Materials:* Retro reflective thermoplastic preformed pavement markings material shall be suitable for adhering to asphalt and concrete pavements by means of heat fusion. The thermoplastic material must conform to AASHTO M249-79 (86) with the exception of the relevant differences due to the material being preformed. The markings shall contain a minimum of 30% glass spheres homogeneous blended throughout the material with a securely bonded protruding exposed layer of beads that provide immediate retro-reflectivity. The markings shall have average minimum retro reflective intensities of 250 millicandelas for white and 150 millicandelas for yellow as measured with a Mirolux retro-reflectometer. The material shall have a minimum skid resistance value of 45 BPN. The material shall have a thickness of

125mm, and 90mm for Bike Lane Markings. Qualified pavement material shall meet or exceed the standards and specifications of the registered brand products) known as “PreMark” manufactured by Flint Trading Inc., or approved equal.

- *Installation:* The markings shall be applied in accordance with the manufacture’s recommendations on clean and dry surfaces. New concrete surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the “Manual on Uniform Traffic Control Devices”.
- *Markings* specified for newly paved asphalt concrete surfaces, shall be capable of being applied, as the original permanent marking, on the day the surface is paved.
- *The preformed thermoplastic material* shall be fused to the pavement by means of a propane torch which is recommended by the product manufacture and approved by the City.
- *Measurement and Payment:* Payment shall be for EACH, heat fused, parking marking installed and accepted by the Engineer.

**C3. Paint Yellow Curbs Top (2 Coats) - Bid Item 0234-A** This item shall include all labor, materials and equipment to paint curbing yellow as shown on the plans, as described in these specifications, or as directed by the field engineer.

- *Scope:* This work shall consist of painting the top, horizontal surface (5-6”) of designated curbing yellow. The curb side face shall remain free of paint. Spray nozzle control(s), and shrouding shall be used as necessary to maintain a precise surface line. Layout for all curb marking will be provided by the City of Springfield.
- *Materials:* Materials for this bid item shall conform to the Oregon Standard Specifications for Construction 2008 Edition, Section 00850 – Common Provisions for Pavement Markings, and Section 00860 – Longitudinal Pavement Markings – Paint. Yellow paint shall be listed on the current QPL with the State of Oregon. The Contractor shall submit a materials list for approval of the traffic engineer prior to construction.
- *Equipment & Installation:* Equipment and installation requirements for this bid item shall conform to the Oregon Standard Specifications for Construction 2008 Edition, Section 00850 – Common Provisions for Pavement Markings, and Section 00860 – Longitudinal Pavement Markings – Paint. The Contractor shall submit the type of equipment proposed for this work for approval of the traffic engineer prior to construction. All curbs shall receive two coats of paint.
- *Measurement and Payment:* Payment shall be per LINEAR FOOT of yellow curb paint installed and accepted by the field engineer.

**C4. Remove Yellow Curb Paint – Bid Item 0607**

The bid items listed above shall include all labor, materials and equipment to remove, transport, and safely dispose of, curb/stripping paint on City streets and parking lots using one or more of the following method(s) as detailed on the plans, these specifications, or as directed by the field engineer.

- *Scope:* The work consists of providing all labor, traffic control, material and equipment necessary to remove **90% or more** of the existing paint markings as indicated on the drawings

or as directed by the field engineer without damage to the curb or surrounding area. The Contractor will have the choice of two types of Paint Removal methods, and shall determine the best method, or combination of methods to remove curb paint and present his removal plan to the field engineer for approval prior to beginning the project.

#### **Method 'A' - Ultra-High Pressure Water Jetting**

- *Equipment:* Paint removal shall be performed with field engineer approved, ultra-high pressure water jetting equipment capable of removing 90% or more of the existing paint. The equipment shall be capable of operating at a minimum of 26,000-psi water pressure with water flow rates not exceeding 3.5 gallons per minute. The removal jetting head shall be a minimum of 8 inches wide, and contain 16 or more jet nozzles. The removal head must be capable of rotating at least 1,500 rpm. The equipment shall be capable of removing 500 feet of curb paint in an 8-hour period, and may be mobile based, or truck mounted. The removal shall leave the surface clean and ready to accept new curb paint if required. Any significant damage to the curbing surface or surrounding area caused by the Contractor's operation shall be repaired at the Contractor's expense. The field engineer shall approve any repair methods and procedures prior to any Contractor's repair work. Protective shrouding shall be incorporated on the jetting system to eliminate damage to any surrounding plant, roadway, and/or sidewalk area. All equipment shall be operated to remove curb markings in the same direction as the traffic flow.
- *Materials:* Water shall be potable water obtained from a fire hydrant, municipal source or well. Lake or river water will not be allowed. The use of chemicals, abrasive materials, grinders, detergents or salt water will not be allowed.
- *Waste Removal:* Removal of all curb paint residue shall be by accomplished by a high performance vacuum system. The vacuum system may be self propelled or trailer mounted and must be capable of removing, transporting and storing waste materials at a rate of 850 cubic feet of air per minute through a 4" diameter suction hose. The Contractor shall install approved 'bio-bag' filters at all storm drain curb inlets for each curb line section that is in active curb paint removal. The 'bio-bags' shall be removed as each zone is completed.

Removed paint shall be stored and contained in bags or drums. Once all the paint waste/debris has been containerized, a hazardous waste determination must be done on the waste. Analytical testing must be done using EPA approved methodology. Lead based paint residue is considered to be a hazardous waste if the concentration of lead is 5 ppm or greater using the Toxicity Characteristic Leaching Procedure (TCLP). If the paint residue analytical result for lead is 5 ppm or greater, the waste must be disposed of at an ODEQ permitted hazardous waste disposal facility. If the paint residue analytical result for lead is less than 5 ppm, the waste may be disposed of in a ODEQ permitted municipal waste or construction debris disposal facility and shall be incidental to the paint removal.

Testing for lead shall be done at an environmental lab using EPA approved methodology.

- *Quality Control:* Prior to the start of the work, the Contractor shall perform a test removal at a location designated by the field engineer using a 15-foot section of painted curbing to demonstrate the quality of the paint removal. The field engineer shall determine by close visual inspection if 90% or more of the curb paint has been removed.
- *Measurement and Payment:* The unit of measurement shall be per LINER FOOT of paint removed by this method, and accepted by the field engineer. *See Bid Item 0238 for Lead Paint Disposal Costs and Bid Item 0239 for Lab Testing for Lead Paint.*

### **Method 'B' - High Pressure Water Jetting / Grinding**

- *Equipment:* Paint removal shall be performed with an approved, high- pressure, and hot water/steam jetting equipment, capable of removing 90% or more of the existing paint. The equipment shall be capable of operating at a minimum of 2,500-psi water pressure to a maximum of 7,000 psi, with water flow rates not exceeding 1.5 gallons per minute. The equipment shall be capable of hot water or steam jetting with a minimum water temperature of 180F degrees. The equipment shall be capable of removing 500 feet of curb paint in an 8-hour period. The equipment used for paint removal may be mobile based, or truck mounted. The removal shall leave the surface clean and ready to accept new paint if required. Grinding shall not damage the surface below a depth of 1/8 inch. Any significant damage to the curb/pavement surface caused by the Contractor's operation shall be repaired at the Contractor's expense. The field engineer shall approve any repair methods and procedures prior to any Contractor's repair work. Protective shrouding shall be incorporated on the jetting system to eliminate damage to any surrounding plant, roadway, and/or sidewalk area.
- *Materials:* Water shall be potable water obtained from a fire hydrant, municipal source or well. Lake or river water will not be allowed. The use of chemicals, abrasive materials, grinders, detergents or salt water will not be allowed.
- *Waste Removal:* Removal of all curb paint residue shall be by accomplished by a high performance vacuum system. The vacuum system may be self propelled or trailer mounted and must be capable of removing, transporting and storing waste materials at a rate of 850 cubic feet of air per minute through a 4" diameter suction hose. The Contractor shall supply, and install approved 'bio-bag' filters at all storm drain curb inlets for each curb line section that are under active curb paint removal. The 'bio-bags' shall be removed as each zone is completed.

Removed paint shall be stored and contained in bags or drums. Once all the paint residue/debris has been containerized, a hazardous waste determination must be done on it. Analytical testing must be done using EPA approved methodology. Lead based paint residue is considered to be a hazardous waste if the concentration of lead is 5 ppm or greater using the Toxicity Characteristic Leaching Procedure (TCLP). If the paint residue analytical result for lead is 5 ppm or greater, it must be disposed of at an ODEQ permitted *hazardous waste disposal facility*. If the paint residue analytical result for lead is less than 5 ppm, it may be disposed of in a ODEQ permitted *municipal waste or construction debris disposal facility*" and shall be incidental to the paint removal and Special Testing for lead shall be done at an environmental lab using EPA approved methodology.

- *Quality Control:* Prior to the start of the work, the Contractor shall perform a test removal at a location designated by the field engineer using a 15-foot section of painted curbing to demonstrate the quality of the paint removal. The field engineer shall determine by close visual inspection if 90% or more of the curb paint has been removed.
- *Measurement and Payment:* The unit of measurement shall be per LINEAR FOOT of paint removed by this method, and accepted by the field engineer. *See Bid Item 0238 for Lead Paint Disposal Costs and Bid Item 0239 for Lab Testing for Lead Paint.*

- C5. Remove 4 inch Plastic Pavement Markings - Bid Item 0617-A** This item shall include all labor, materials and equipment to remove, and safely dispose of plastic pavement markings (Type B Thermoplastic Parking 'T' & 'L') on City streets using pressure water jetting, captive shot blasting, propane heat, and/or surface grinding, as detailed on the plans, these specifications, or as directed by the field engineer.

- *Scope:* The work consists of providing all labor, traffic control, material and equipment necessary to remove 90% or more of the existing white, thermo plastic pavement markings as indicated on the drawings or as directed by the field engineer without damage to the roadway surface using one or more of the removal systems indicated. The Contractor will have the choice of which type(s) of plastic marking removal method(s), and shall determine the best method or combination of methods for removal. The Contractor shall present his plan to the field engineer for review and approval prior to beginning the project.
- *Equipment:* Plastic Pavement Marking removal shall be performed with an approved method. These methods may include water jetting (both ultra-high and high pressure), captive shot blasting, and/or thermo heating. The equipment shall be capable of removing a minimum of 500 feet of plastic markings in an 8-hour period. The equipment used for removal may be mobile based, or truck mounted. The removal shall leave the surface clean and ready to accept a new markings if required. Protective shrouding may need to be incorporated on the removal system(s) to eliminate damage to any surrounding plant, roadway, and/or sidewalk area. All equipment shall be operated to remove plastic markings in the same direction as the traffic flow.
- *Materials:* If water is used, it shall be potable water obtained from a fire hydrant, municipal source or well. Lake or river water will not be allowed. The use of chemicals, detergents or salt water will not be allowed
- *Waste Removal:* Removal of all material waste shall be by accomplished by a high performance vacuum system if water jetting is used. The vacuum system may be self propelled or trailer mounted and must be capable of removing, transporting, and storing waste materials at a rate of 850 cubic feet of air per minute through a 4” diameter suction hose. The Contractor shall install approved ‘bio-bag’ filters at all storm drain curb inlets for each curb line section that are under active curb paint removal.
- *Quality Control:* Prior to the start of the work, the Contractor shall perform a test removal at a location designated by the field engineer to demonstrate the quality of the plastic removal. The field engineer shall determine if 90% or more of the curb paint has been removed.
- *Measurement and Payment:* The unit of measurement shall be per LINEAR FOOT of plastic pavement markings removed and accepted by the field engineer.

**C6. Lead Paint Disposal Costs - Bid Item 0238** This item includes the additional costs to legally transport and dispose of hazardous waste generated from this project to an ODEQ permitted hazardous waste disposal facility at Arlington, Oregon that would include;

**\$75.00 Profile filing (one time)**

**\$235 per ton bulk (Dump truck) material fee**

**Hazardous waste permitted hauler (Transportation costs)**

**All additional costs associated with the disposal**

**Note:** This is an “*as required*” bid item and will only be paid upon necessity and based on lab test results (TCLP) provided to the city. Contractor shall provide copies of all paperwork to the City prior to payment.

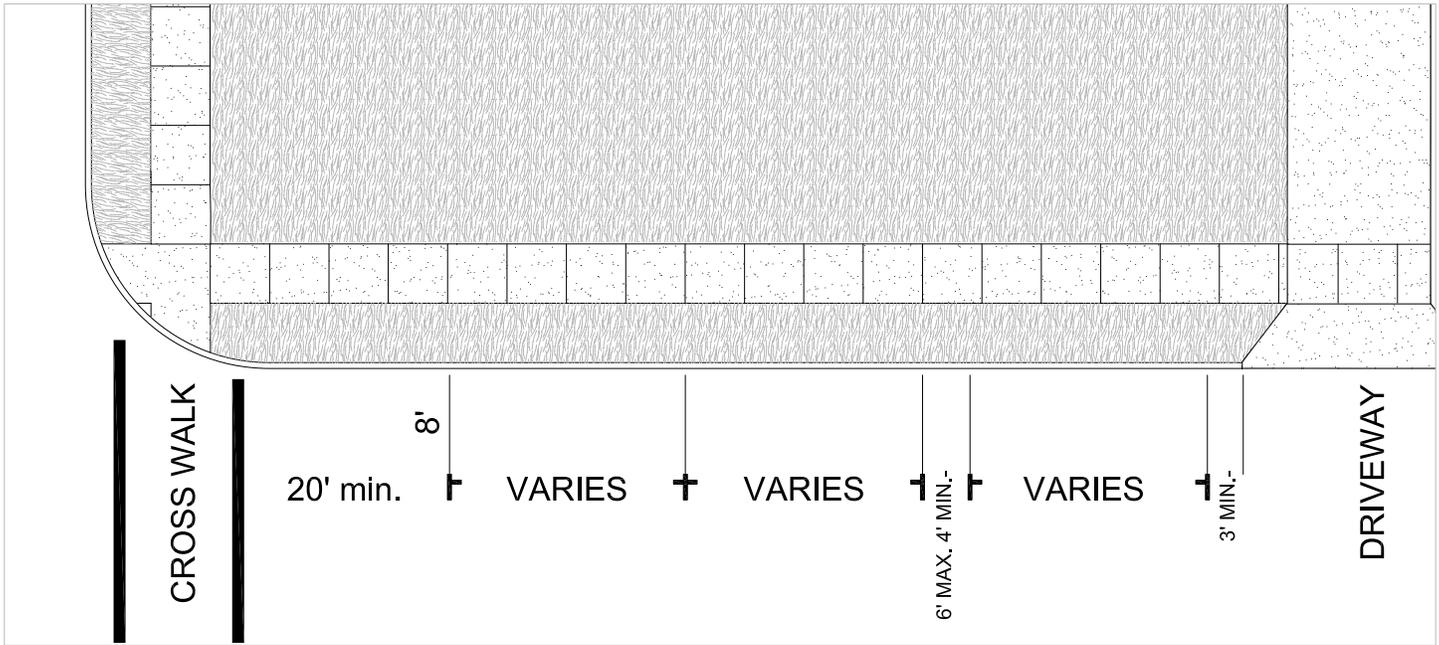
- *Measurement and Payment:* Payment shall be LUMP SUM.

**C7. Lab Testing for Lead Paint - Bid Item 0239** This item includes the analytical testing done using

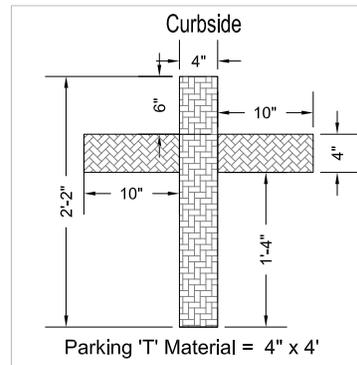
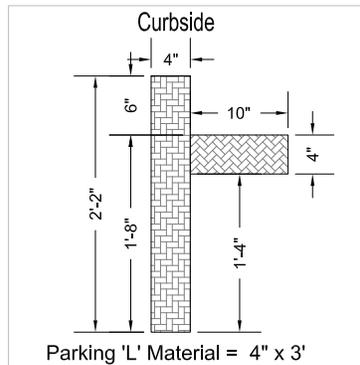
EPA approved methodology to determine if the concentration of lead is 5 ppm or greater using the Toxicity Characteristic Leaching Procedure (TCLP). Test results shall be returned to the Field Engineer prior to payment.

- *Measurement and Payment:* Payment shall be EACH for one test or as directed by the Field Engineer.





## TYPICAL STRIPING - STALL LAYOUT



## TYPICAL STRIPING DETAIL

### NOTES:

- A. PARKING STALLS TO BE SET BACK 20' FROM CROSS WALK. (PAINTED OR IMPLIED)
- B. EXISTING MARKINGS TO BE REMOVED PRIOR TO NEW INSTALLATION.
- C. NEW PAVEMENT MARKINGS TO BE INSTALLED TO MANUFACTURER'S SPECIFICATIONS.
- D. VERIFY DIMENSIONS AND LOCATIONS PRIOR TO CONSTRUCTION.
- E. INSTALL MARKINGS AT APPROVED LOCATIONS.
- F. INSTALL MARKINGS TO ODOT SPECIFICATION 00867 TYPE 'B' PRE-FORMED THERMOPLASTIC FILM.

NO	REVISION	DATE	BY	APPR.



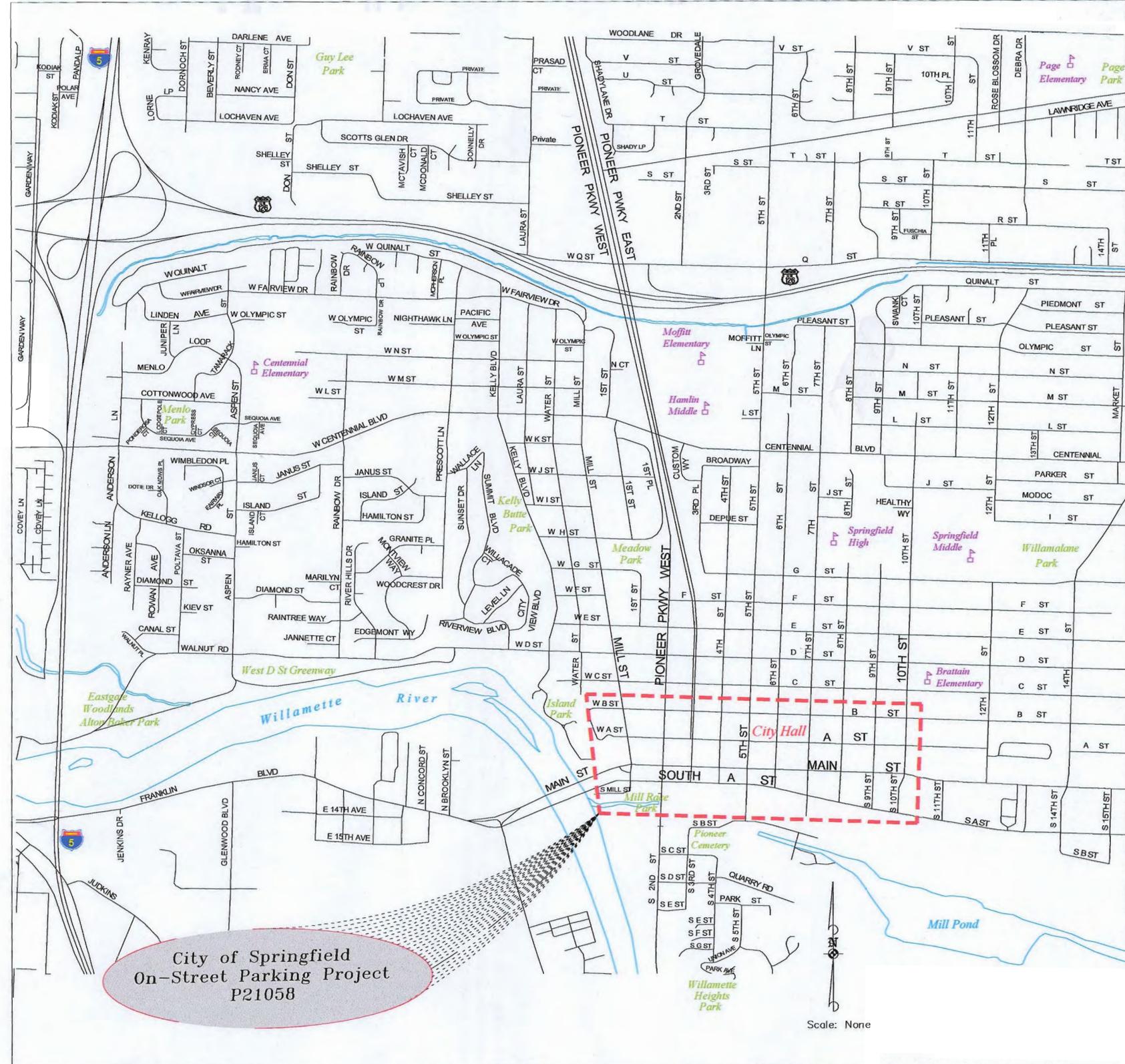
# ON STREET PARKING STRIPING DETAIL

**GENERAL CONSTRUCTION NOTES**

- A. ALL MATERIALS AND WORKMANSHIP WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS SHALL MEET CITY OF SPRINGFIELD DEPARTMENT OF PUBLIC WORKS "STANDARD CONSTRUCTION SPECIFICATIONS, 1994" AS AMENDED IN 1998 (OR CURRENT EDITION), IN ADDITION TO THESE PLANS.
- B. OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (800) 332-2344.
- C. LOCATION AND/OR DEPTH OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR UNDERGROUND LOCATION OF FACILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING OR "POTHOLING". THE "ONE-CALL" NUMBER (800) 332-2344.
- D. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY COMPANIES ON THE TIMING OF INSTALLATION OF THEIR FACILITIES.
- E. CONTRACTOR REQUIRED TO NOTIFY UTILITIES OF OPEN TRENCHING FOR THE PROJECT TO ALLOW POSSIBLE COMMUNICATION CABLE INSTALLATION.
- F. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL DEVICES NECESSARY TO PROTECT AND SAFEGUARD THE PUBLIC AND WORKERS AGAINST INJURY AND PROTECT THE WORK AGAINST DAMAGE. ALL TEMPORARY TRAFFIC CONTROL SIGNING AND DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING WORK. ALL TRAFFIC CONTROL SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD), CURRENT EDITION, AS SUPPLEMENTED AND AMENDED BY THE OREGON SUPPLEMENTS. FLAGGING SHALL BE PERFORMED AS SHOWN IN THE "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK FOR OPERATIONS OF THREE DAYS OR LESS", 2006 OR CURRENT EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED TRAFFIC CONTROL AS FIELD CONDITIONS WARRANT. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT THE PRE-CONSTRUCTION CONFERENCE FOR CITY REVIEW AND APPROVAL.
- G. ALL SANITARY AND STORM SEWER CONNECTIONS TO EXISTING CITY OWNED FACILITIES (PIPE, CATCH BASINS, MANHOLES, ETC.) SHALL BE INSPECTED BY THE CONTRACTOR AND THE CITY'S PUBLIC WORKS MAINTENANCE DEPARTMENT PRIOR TO HOEK UP. CONTACT MIKE RISLEY (726-3615) OR DENNY WRIGHT (736-1010) NO LESS THAN 48 HOURS PRIOR TO DESIRED INSPECTION TIME.
- H. BEFORE BACK-FILLING THE END OF A MAINLINE PIPE, NOT ENDING AT A MANHOLE OR A CLEAN OUT, THE CONTRACTOR SHALL PERFORM THE T.V. INSPECTION AS REQUIRED BY THE STANDARD SPECIFICATIONS AND ALLOW THE CONSULTING ENGINEER TO DETERMINE THE EXACT LOCATION AND ELEVATION OF THE END OF THE PIPE.
- I. WHERE CONNECTING TO AN EXISTING PIPE, THE CONTRACTOR SHALL EXPOSE THE END OF THE EXISTING PIPE AND ALLOW THE ENGINEER TO VERIFY EXACT LOCATION AND ELEVATION, CONDITION, AND POSITIVE FLOW BEFORE LAYING ANY NEW PIPE ON THAT SYSTEM.
- J. THE SEWER GRADE SHALL BE PER THE PLANS SPECIFICATIONS AND WITH THE MINIMUM COVER AS SHOWN ON THE PLANS.
- K. THE CONTRACTOR SHALL INSPECT THE SEWER BY T.V. INSPECTION AFTER ALL BACKFILL AND BEFORE THE FINAL LIFT OF ASPHALT PAVING. THE CONTRACTOR SHALL SUPPLY THE CITY WITH A WRITTEN T.V. REPORT AND VIDEO TAPE OR DVD FOR CITY APPROVAL AT LEAST 2 WORKING DAYS BEFORE THE PRE-PAVING MEETING.
- L. CONTRACTOR TO SCHEDULE A PRE-PAVING CONFERENCE 24 HOURS PRIOR TO PAVING. CONTACT DENNY WRIGHT (736-1010).
- M. ALL JOINTS BETWEEN EXISTING AND NEW ASPHALT PAVING SHALL BE SEALED WITH POLYMERIZED ASPHALT AND SANDED TO PREVENT PICK UP.
- N. COMPACTION REQUIREMENTS:
 

LAYER	RATE	TEST
SUBGRADE	95%	T99
CRUSHED ROCK	95%	T180
ASPHALT (LOCAL)	90%	RICE
ASPHALT (COLLECTOR/ARTERIAL)	92%	RICE
- O. CONCRETE COMPRESSIVE STRENGTH REQUIREMENTS (PSI):
 

CONCRETE USE	FIELD	LABORATORY
SIDEWALK/ADA RAMPS	3000	3450
CURBS/GUTTERS	3500	4025
DRIVEWAYS	3500	4025
PAVEMENT	4000	4600
- P. THIS PROJECT SHALL COMPLY WITH THE AMERICAN DISABILITIES ACT REQUIREMENTS SUCH AS INCORPORATION OF DESIGN CRITERIA FOR HANDICAP RAMPS, MAXIMUM PROFILE AND CROSS SECTION SLOPES FOR SIDEWALKS, UPGRADING EXISTING HANDICAP FACILITIES WHERE MAJOR CONSTRUCTION IS OCCURRING, AND BUILDING WARNING FOR OBJECTS IN SIDEWALK SUCH AS CURBING OR LANDSCAPING AROUND MAILBOXES.
- Q. CONTRACTOR IS RESPONSIBLE TO OBTAIN APPLICABLE PERMITS FROM OTHER AGENCIES WITH JURISDICTIONS INCLUDING BUT NOT LIMITED TO LAKE COUNTY, OREGON DEPARTMENT OF TRANSPORTATION, OREGON DIVISION OF STATE LANDS, THE ARMY CORPS OF ENGINEERS, OR THE DEPARTMENT OF ENVIRONMENTAL QUALITY.
- R. ALL IMPROVEMENTS THAT WILL BE PRIVATELY OWNED AND MAINTAINED WILL BE BOUND BY THE CURRENT REQUIREMENTS OF THE STATE OF OREGON STRUCTURAL SPECIALTY CODE, PLUMBING SPECIALTY CODE, AND/OR CITY OF SPRINGFIELD BUILDING DIVISION REQUIREMENTS. CONTRACTOR IS RESPONSIBLE TO OBTAIN APPLICABLE PERMITS FROM OTHER CITY DEPARTMENTS PRIOR TO DOING PRIVATE WORK.
- S. EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION. SEE EROSION CONTROL PLAN.
- T. STREET TREES: ONLY STREET TREES WITH A MINIMUM TRUNK CALIPER OF 2 IN. MEASURED 6 IN. ABOVE THE ROOT STEM SHALL BE SELECTED FOR PLANTING. REFER TO CHAPTER 6 OF CITY OF SPRINGFIELD ENGINEERING DESIGN STANDARDS AND PROCEDURES FOR APPROVED STREET TREES.
- U. A PRE-CONSTRUCTION CONFERENCE IS REQUIRED BEFORE START OF CONSTRUCTION. ALL UTILITIES, CONTRACTORS AND CITY REPRESENTATIVES SHALL HAVE RECEIVED THE FINAL APPROVED PLANS AT LEAST 5 WORKING DAYS PRIOR TO THE PRE CONSTRUCTION CONFERENCE.
- V. THE ENGINEER AND/OR CITY HAVE THE RIGHT TO REQUIRE ADDITIONAL WORK NOT SHOWN HEREIN BUT NECESSARY FOR THE SUCCESSFUL COMPLETION OF THE PROJECT.
- W. REQUESTS BY THE CONTRACTOR FOR CHANGES SHALL BE APPROVED BY THE ENGINEER AND THE CITY IN WRITING PRIOR TO IMPLEMENTATION.
- X. CONTRACTOR SHALL SUBMIT EVIDENCE OF INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATION TO THE CITY FOR APPROVAL PRIOR TO BEGINNING WORK.
- Y. CONTRACTOR SHALL BE AWARE IF PAVING IS NOT SCHEDULED OR DOES NOT OCCUR PRIOR TO OCTOBER 15TH, WET WEATHER PROVISIONS INCLUDING ADDITIONAL ROCK SUBSTRUCTURE AND GEOTEXTILE FABRIC SHALL BE USED. REFER TO STANDARD SPECIFICATION SECTION 301.01 AND THE TYPICAL CROSS SECTIONS CONTAINED HEREIN FOR DETAILS.
- Z. THE CONTRACTOR SHALL VERIFY EACH EXISTING SANITARY AND STORM CONNECTION.



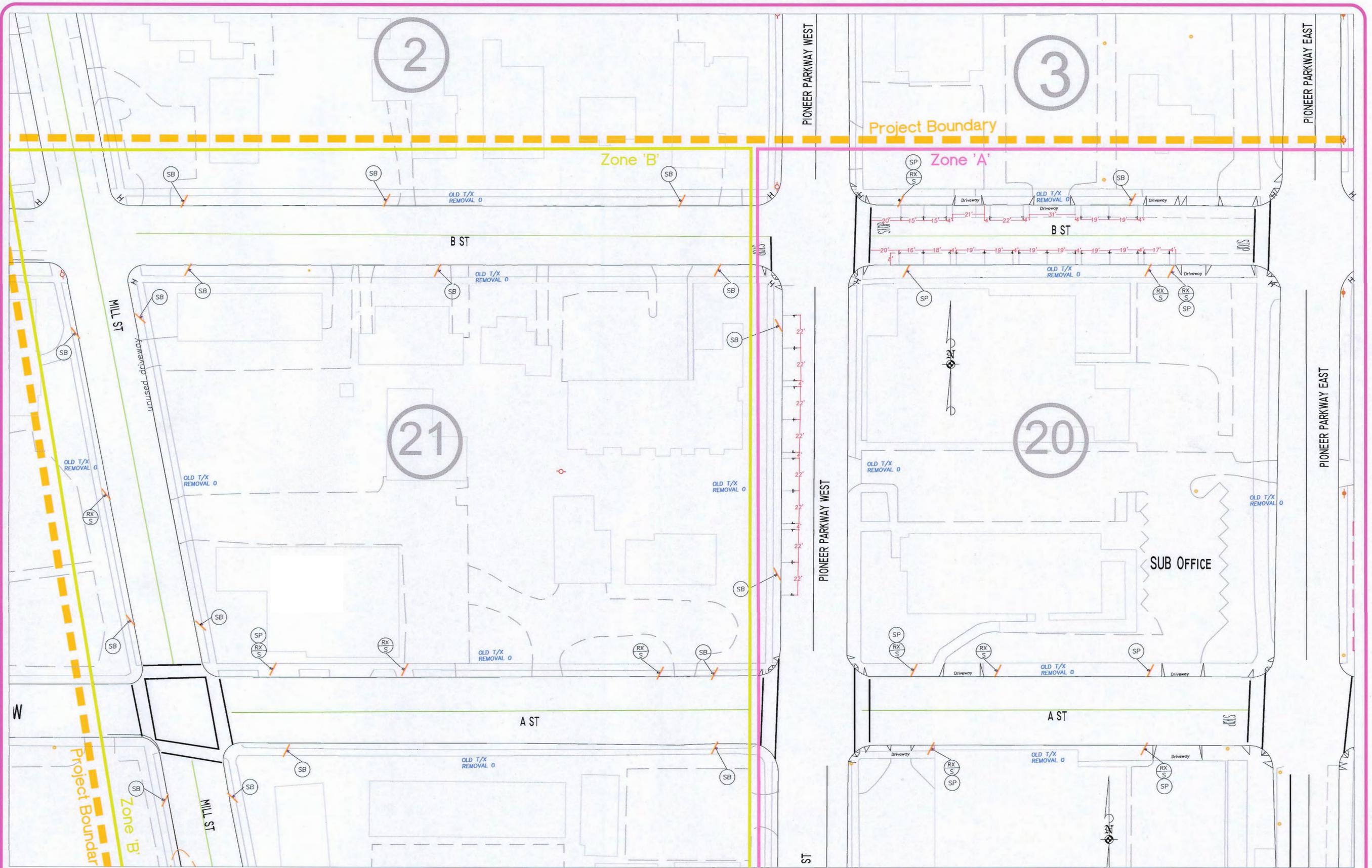
City of Springfield  
On-Street Parking Project  
P21058

**NOTE:**  
UTILITY LOCATIONS ARE APPROXIMATE  
DO NOT  
SCALE OR LOCATE UTILITY LINES OR MAINS  
FROM THESE DRAWINGS  
CALL FOR UTILITY LOCATES  
1-800-332-2344  
THE CONTRACTOR SHALL BE RESPONSIBLE  
FOR DETERMINING UTILITY LOCATIONS PRIOR TO  
BEGINNING OF CONSTRUCTION.  
THESE PLANS MAY NOT SHOW ALL UTILITIES OR  
THE CORRECT LOCATIONS.

**SHEET INDEX**

TITLE SHEET	pg. 1
ON-STREET PARKING PLAN	pg. 2-10
EROSION CONTROL	pg. 11

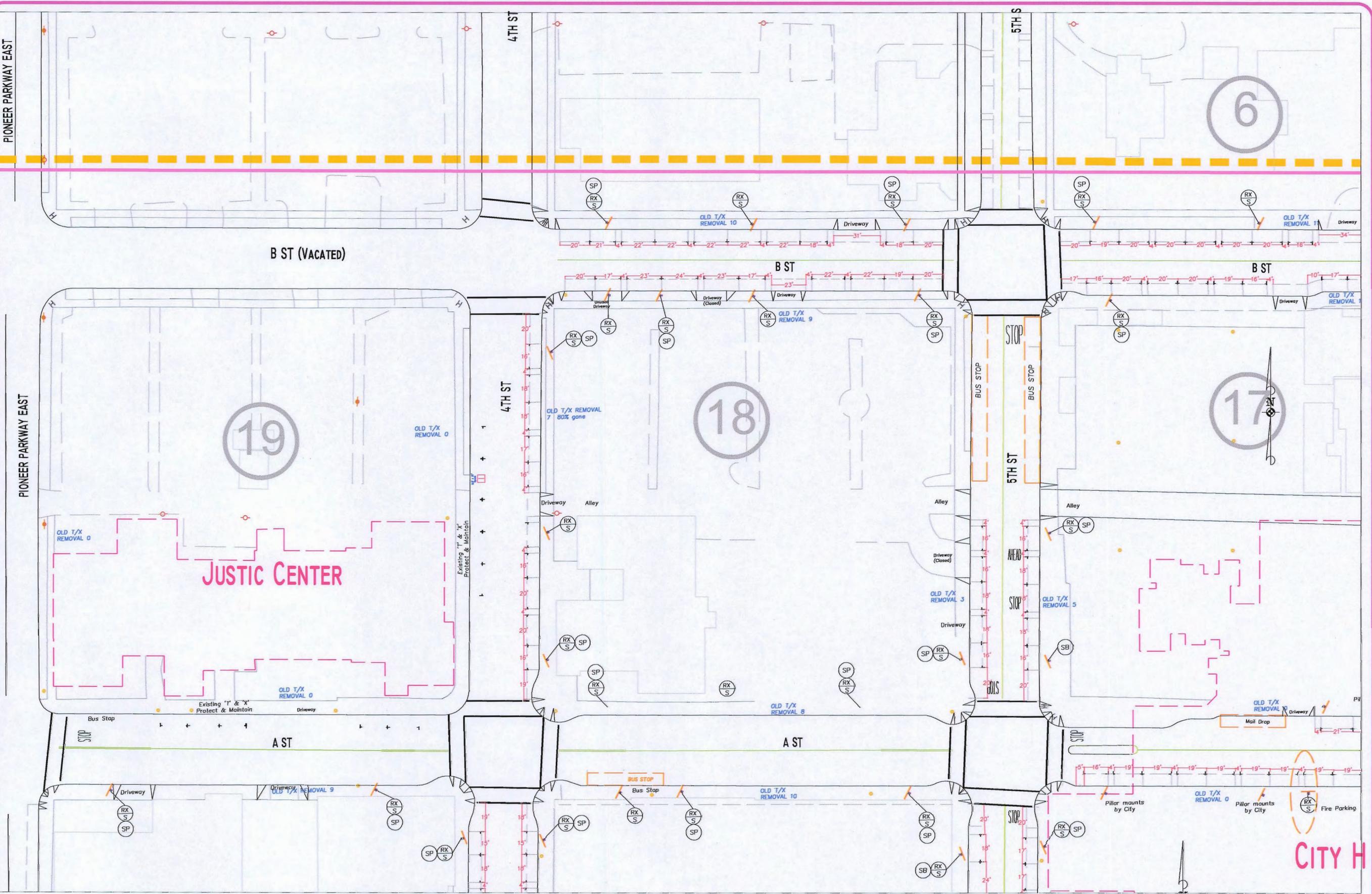
PROJ # P21058  SHEET # 1-11	<h2 style="margin: 0;">Downtown On-Street Parking Plan - Title Sheet -</h2>	 <p style="font-size: small;">Engineering &amp; Transportation Services Division</p>		SCALE: 1"=40' DATE: 3/8/12 DRAWN BY: TAC DESIGNED BY: DRB CHECKED BY: BFB FILE: P21058 On Street Parking.dwg	NO REVISION  DATE BY APPR.
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**\*\* LEGEND NOTES \*\***

- Remove existing street sign/pole (Bid Item No. 245).
  - Install sign base and pole (Bid Item No. 670).
  - Install sign pole (Bid Item No. 670-A).
- \*\* Parking Removal Notes \*\***  
 'OLD T/X REMOVAL'  
 XX# = Number markings for Removal  
 XX% = Percent remaining on Roadway.

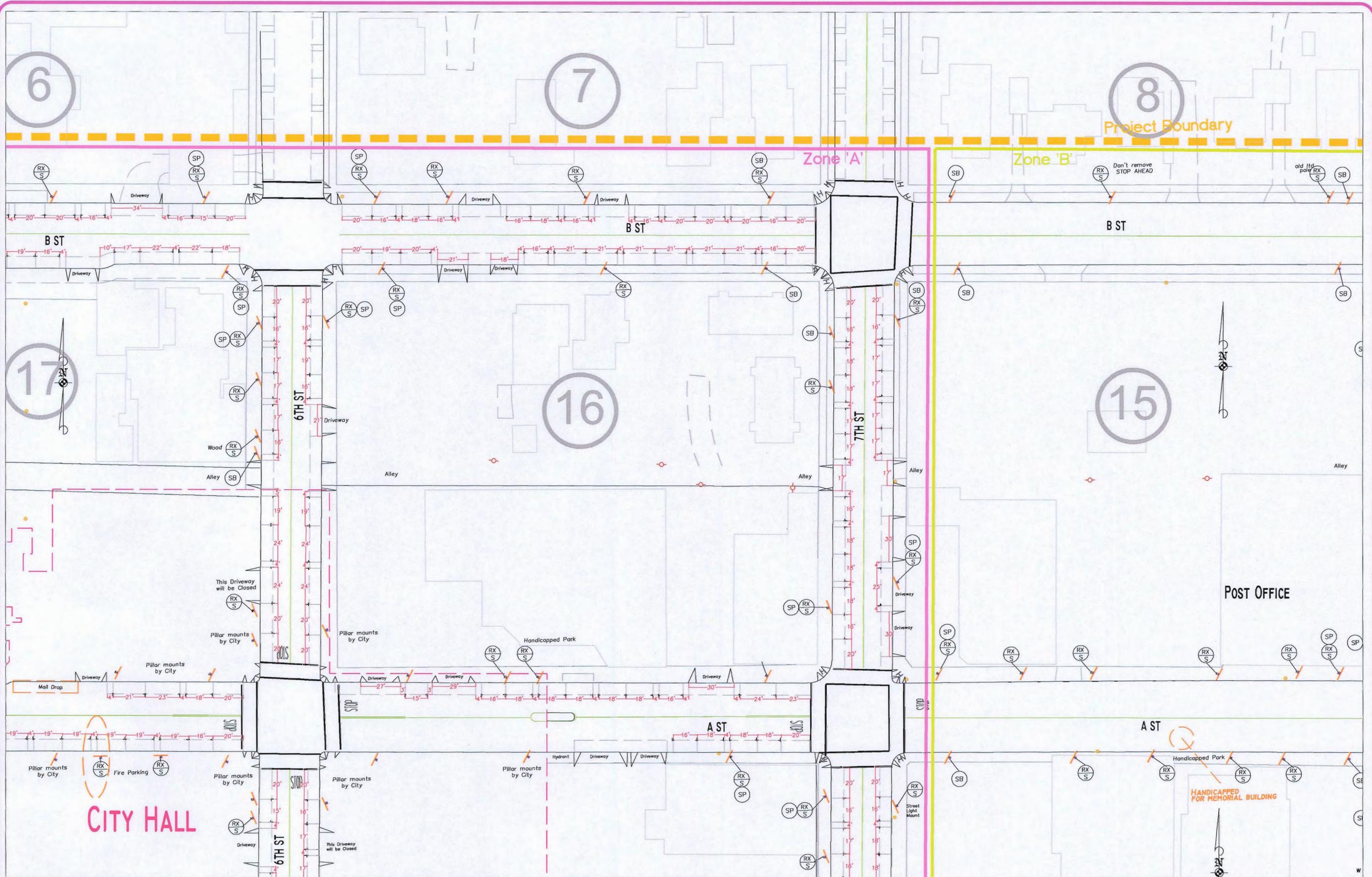
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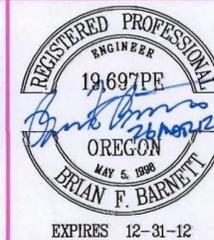


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PROJ #  
P21058  
SHEET #  
4-11

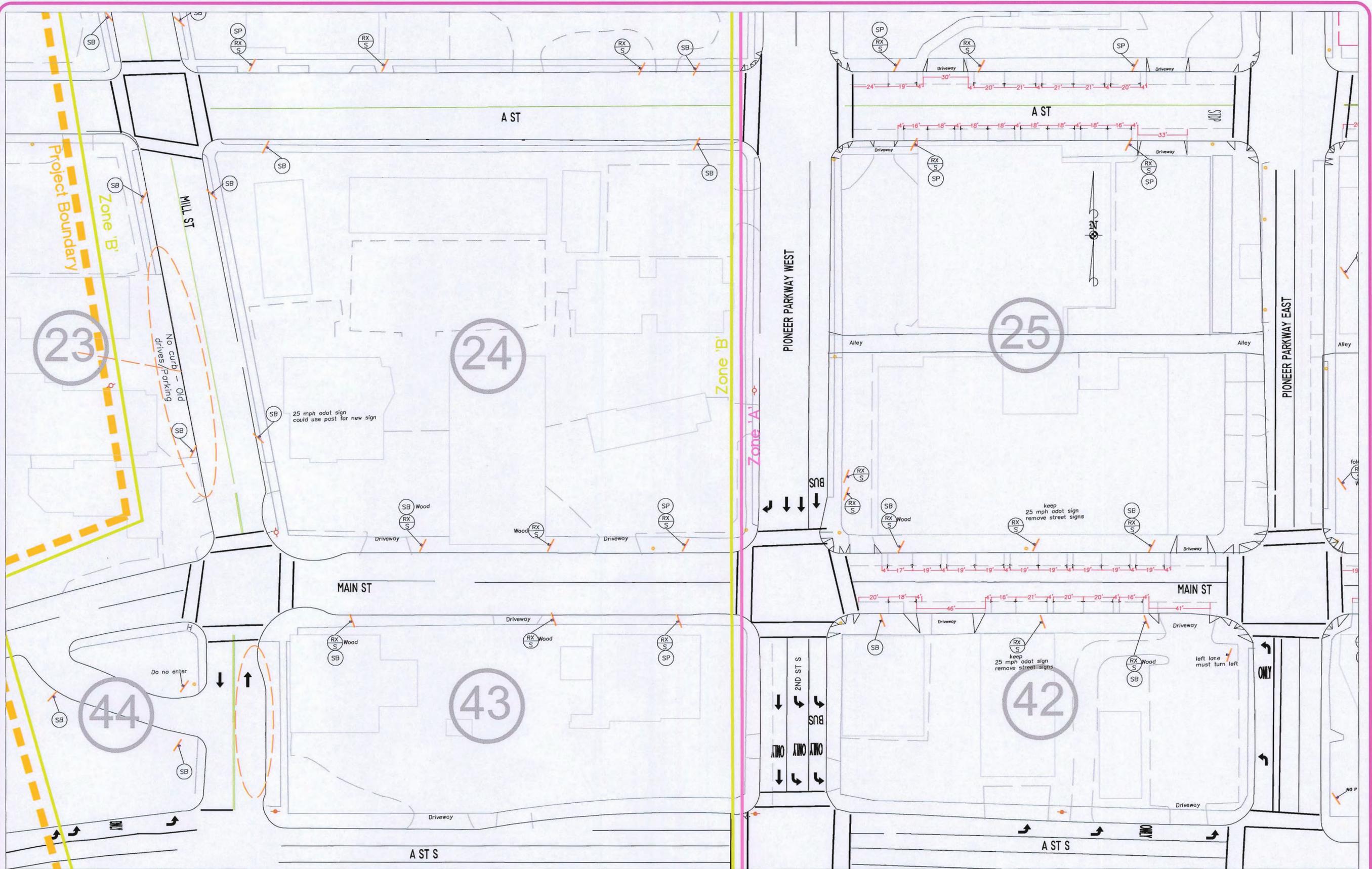
## Downtown On-Street Parking Plan



SCALE: 1"=40'  
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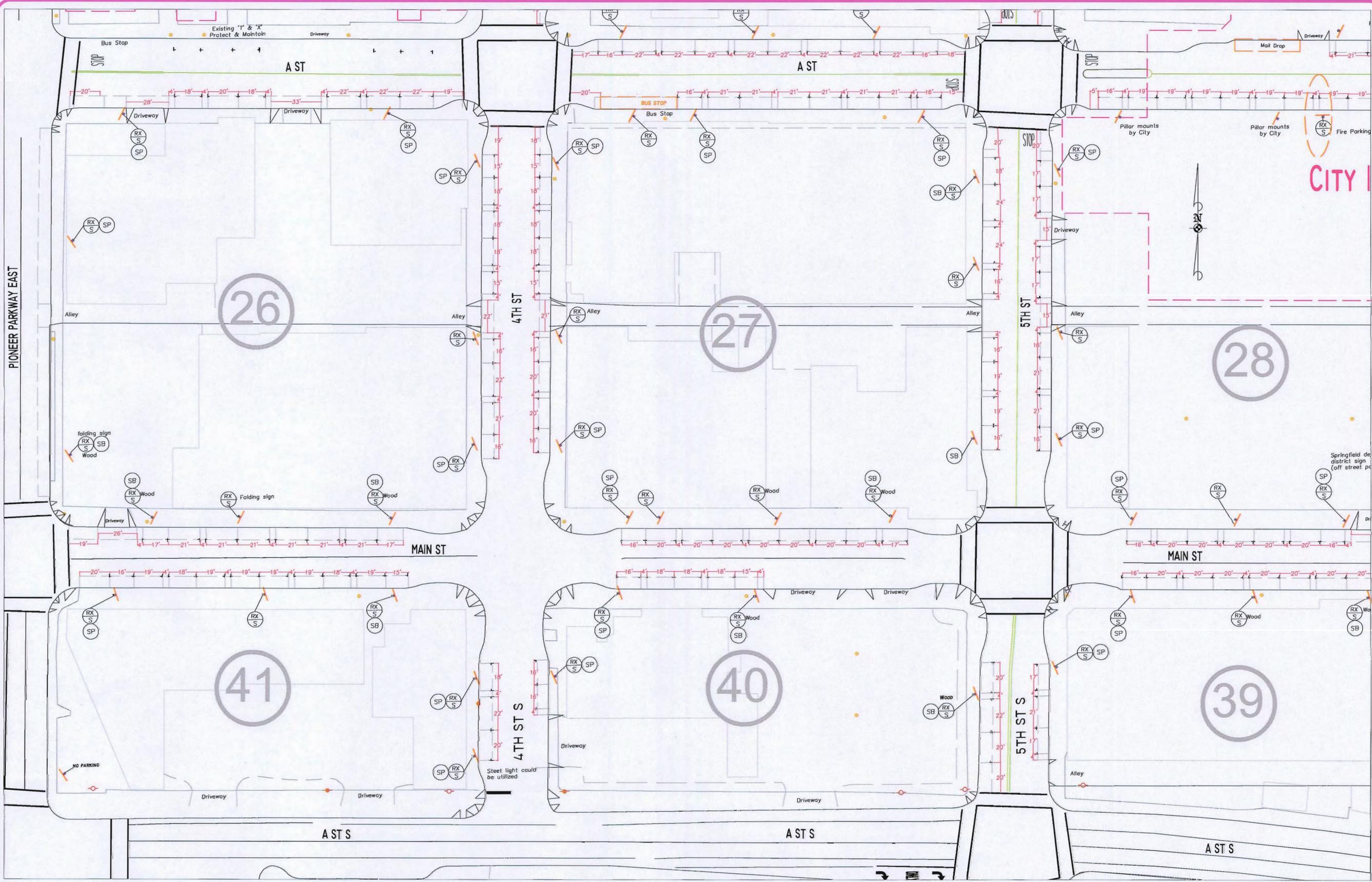




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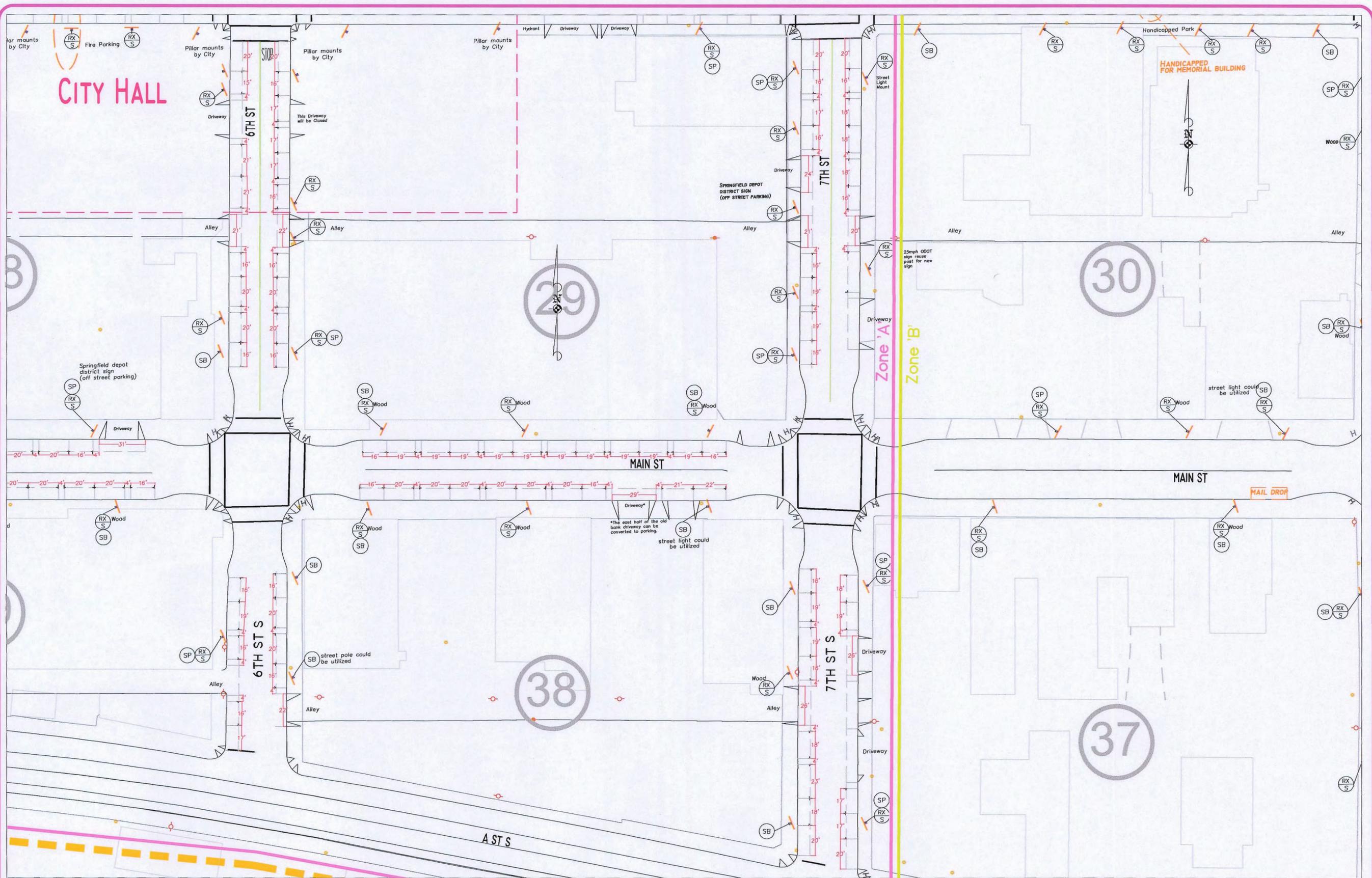
PROJ # P21058  SHEET # 6-11	<h2 style="margin: 0;">Downtown On-Street Parking Plan</h2>	 <p style="font-size: small;">Engineering &amp; Transportation Services Division</p>		SCALE: 1"=40' DATE: 3/8/12 DRAWN BY: TAC DESIGNED BY: DRB CHECKED BY: BFB FILE: P21058 On Street Parking.dwg	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>APPR.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO	REVISION	DATE	BY	APPR.					
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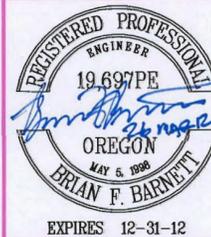


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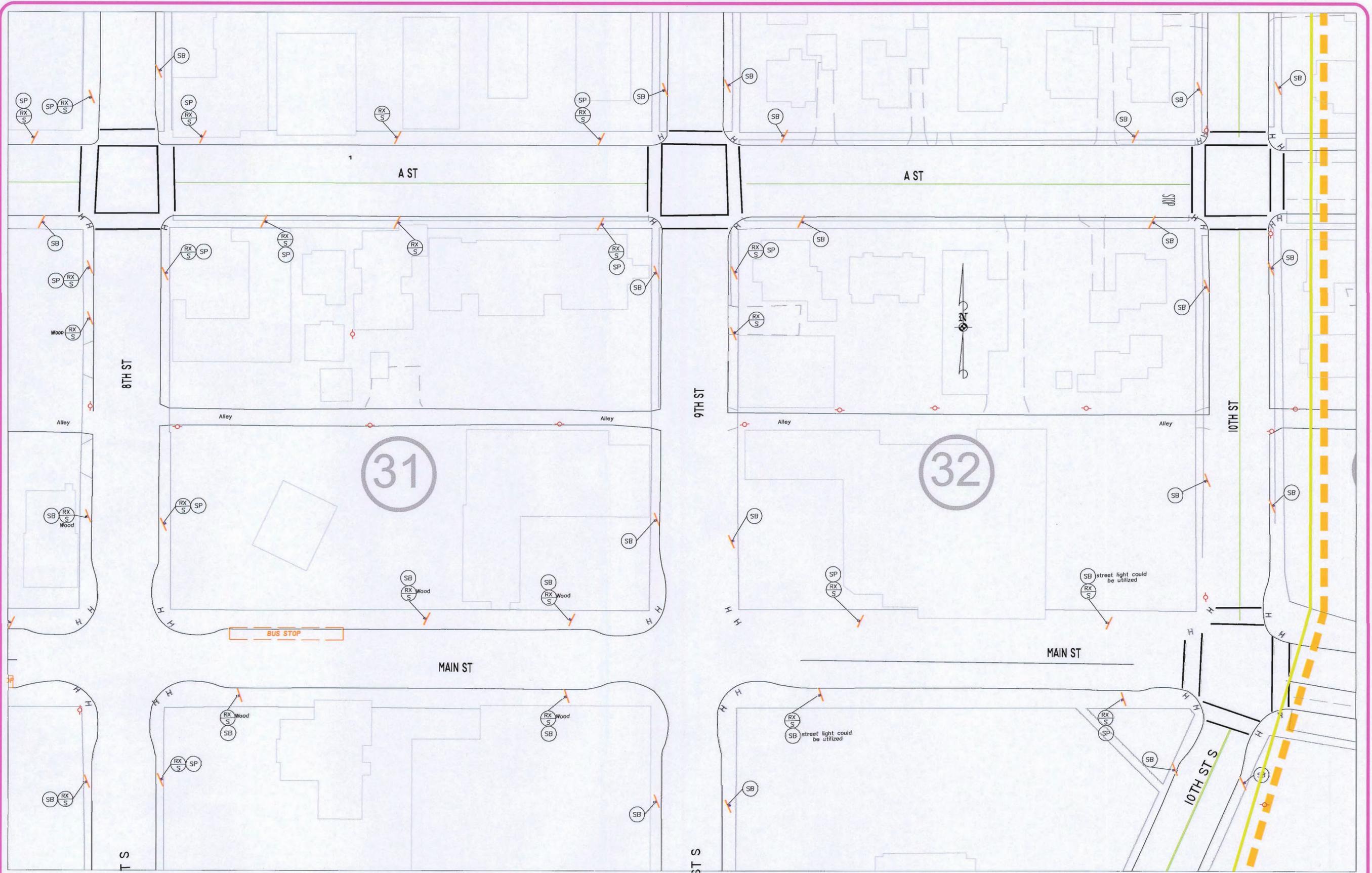
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PROJ #  
P21058  
SHEET #  
8-11

## Downtown On-Street Parking Plan



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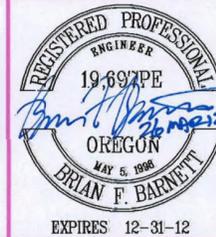


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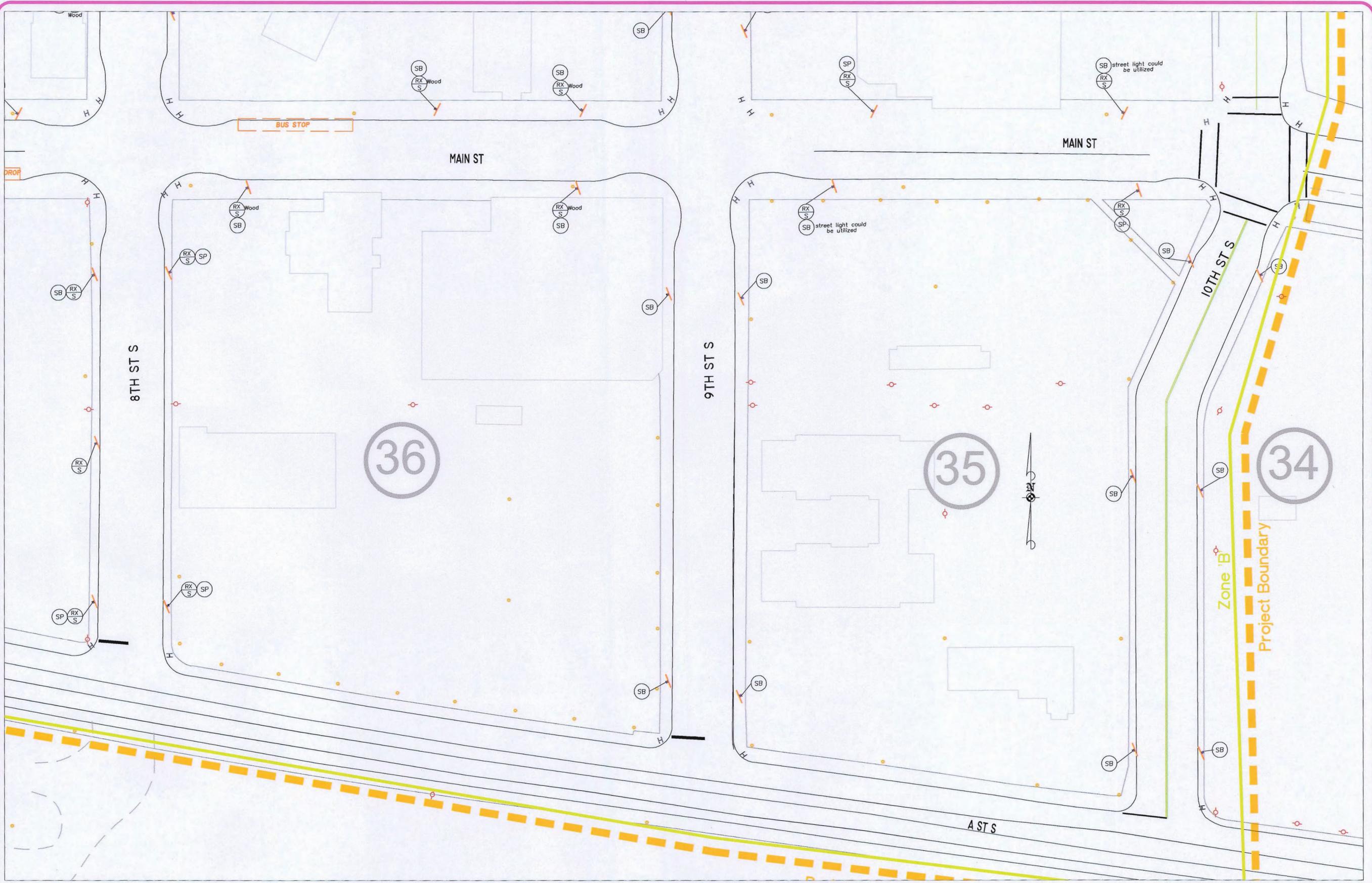
PROJ #  
P21058  
SHEET #  
9-11

## Downtown On-Street Parking Plan



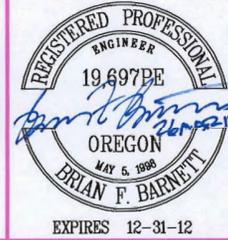
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**NOTES:**

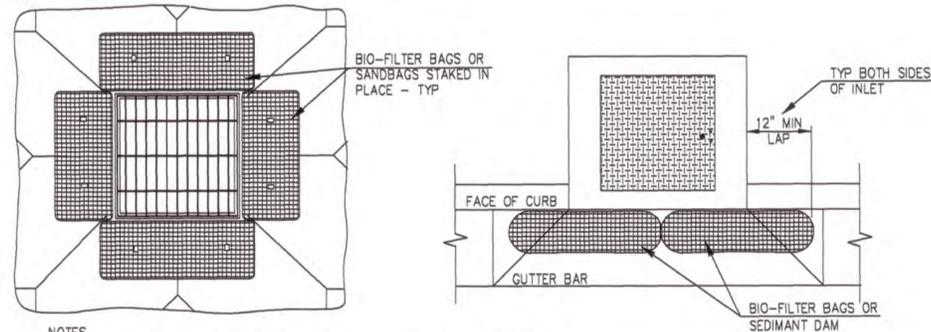
1. PLACE INLET/CATCH BASIN PROTECTION AT EXISTING FIXTURES (SEE DETAIL ON SHEET E2.)

**GENERAL NOTES:**

1. CONCRETE WASHOUTS ARE NOT PROVIDED ON THIS PROJECT
2. SAW CUTTING SLURRY IS TO BE VACUUMED
3. ANY AREAS OF EXPOSED SOILS, INCLUDING ROADWAY EMBANKMENTS, THAT WILL NOT BE DISTURBED FOR TWO DAYS DURING THE WET SEASON (OCTOBER 1 TO APRIL 30) OR SEVEN DAYS DURING THE DRY SEASON (MAY 1 TO SEPTEMBER 30) SHALL BE IMMEDIATELY STABILIZED WITH AN APPROVED ESC METHOD (SEEDING & MULCHING WITH STRAW, BARK, COMPOST, OR PLASTIC COVERING, ETC.).

**EROSION CONTROL STANDARD NOTES**

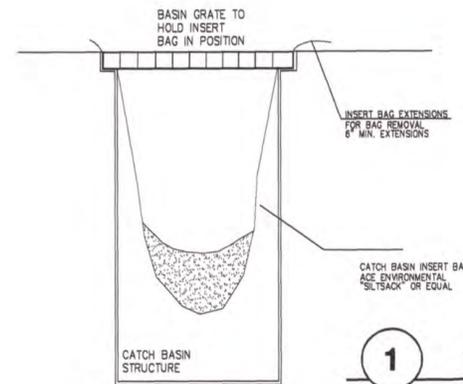
- Approval of this Erosion and Sedimentation Control Plan (ESCP) does not constitute an approval of permanent road or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).
- Approval of this ESCP does not relieve the permit holder and or the contractor from all other permitting requirements. Prior to beginning construction activities, all other necessary approvals shall be obtained.
- An inspection of the erosion control measures by City LDAP staff is required prior to any ground disturbance on the site.
- The erosion and sediment control measures shown on the plan are the minimum requirements for anticipated site conditions. During the construction period, these measures shall be upgraded as needed for unexpected storm events and to ensure that sediment and sediment-laden water does not leave the site.
- The implementation of the ESCP and the construction, maintenance, replacement, and upgrading of the erosion and sediment control measures is the responsibility of the permit holder and or the contractor until all construction is completed and accepted by the City and vegetation/landscaping is established per the required warranty period.
- In the event the ESC facilities identified on the ESCP are not functioning properly, the contractor is responsible for immediately implementing changes to the ESCP as directed by the ESCP engineer or his inspector. The engineer, his inspector or the City may stop all construction activity on site until the erosion problem is corrected and all ESC facilities are functioning properly. If the contractor does not immediately implement changes to the ESCP identified by the ESCP engineer or his inspector, the City may implement the necessary changes and require payment from the contractor prior to project acceptance by the City.
- The boundaries of the clearing limits shown on this plan shall be clearly flagged in the field by the engineer prior to construction. During the construction period, no disturbance beyond the flagged clearing limits shall be permitted. The flagging shall be maintained by the permit holder and or the contractor for the duration of construction.
- The erosion and sediment control measures on active sites shall be inspected and maintained daily and within the 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period. Measures shall be inspected by the permit holder and or the contractor after each rainfall and at least daily during prolonged rainfall. Any required repairs or adjustments shall be made immediately. The erosion and sediment control measures on inactive sites shall be inspected a minimum of once every two (2) weeks or within 48 hours following a storm event. Written records shall be kept of weekly reviews of the ESC facilities during the wet season (October 1 to April 30) and of monthly reviews during the dry season (May 1 to September 30).
- All erosion and sediment control measures shall be protected from damage at all times. Control measures shall remain in place until permanent or temporary re-vegetation has been stabilized. Any measure that is damaged or destroyed shall be repaired or replaced immediately.
- Any areas of exposed soils, including roadway embankments, that will not be disturbed for two days during the wet season (October 1 to April 30) or seven days during the dry season (May 1 to September 30) shall be immediately stabilized with an approved ESC method (seeding & mulching with straw, bark, compost, or plastic covering, etc.).
- A supply of materials necessary to meet compliance and implement the LDAP or other best management erosion practices under all weather conditions shall be maintained at all times on the construction site.
- No hazardous substances, such as paints, thinners, fuels and other chemicals shall be released onto the site, adjacent properties, or into water features, the City's storm water system, or related natural resources.
- Street sweeping shall be performed as needed or when directed by the City inspector to ensure public right-of-ways are kept clean and free of debris. Street flushing is prohibited.
- When trucking saturated soils from the site, either water-tight trucks shall be used or loads shall be drained on site until dripping has been reduced to no more than one gallon per hour. Sediment laden water will not be allowed to enter the storm water system.
- Extracted ground water from excavated trenches shall be disposed of in a suitable manner without damage to adjacent property, public storm water system, water features, and related natural resources. Approval of a dewatering system does not guarantee that it will meet compliance or be acceptable for use in all situations. Modifications to the dewatering system will be required if compliance can not be met. At no time will sediment laden water be allowed to leave the construction site.
- At no time shall more than one foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment laden water into the downstream system.
- Any required stabilized construction entrances and roads shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures, such as wash pads, may be required to ensure that all paved areas are kept clean for the duration of the project.
- Any permanent flow control facility used as a temporary settling basin shall be modified with the necessary erosion control measures and shall provide adequate storage capacity.
- Where straw mulch for temporary erosion control is required, it shall be applied at a minimum thickness of two to three inches.
- In preparation of the wet season, all disturbed areas shall be reviewed to identify which ones can be seeded in preparation for the winter rains. A sketch map of those areas to be seeded and those areas to remain uncovered shall be submitted to the City by September 15. The City can require seeding of additional areas in order to protect surface waters, adjacent properties, or drainage facilities. Disturbed areas identified for seeding shall be seeded prior to the beginning of the wet season (October 1).



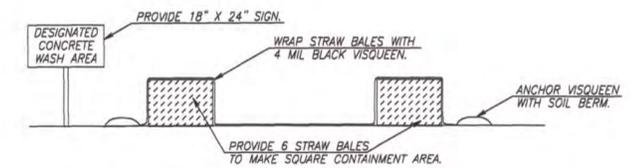
NOTES  
1. PRIOR TO 1st PAVEMENT LIFT, REMOVE BIO-BAG/SANDBAG BARRIERS AND INSTALL BASIN INSERT BAG OR CURB INLET SEDIMENT DAM AT ALL INLET STRUCTURES.

**1 DRAINAGE INLET STRUCTURE PROTECTION**

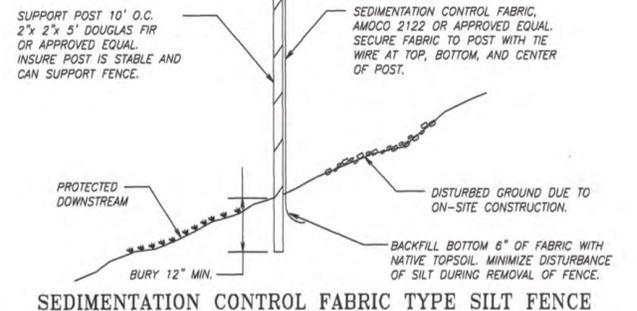
**INLET PROTECTION**



**1 CATCH BASIN INSERT BAG**



**CONCRETE WASH AREA DETAIL**



PROJ # P21058	<p align="center"><b>Downtown On-Street Parking Plan - Erosion Plan -</b></p>		SCALE: 1"=40'	NO	REVISION	DATE	BY	APPR.	
SHEET # 11-11			DATE: 3/8/12						
			DRAWN BY: TAC						
			DESIGNED BY: DRB						
			CHECKED BY: BFB						
			FILE: P21058 On Street Parking.dwg						