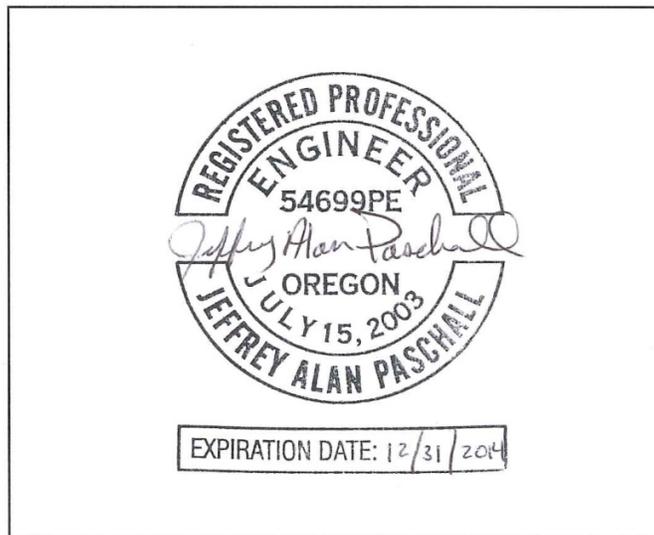




CITY OF SPRINGFIELD

Special Provisions for P21054 Fire Station 4 Washrack

Engineer's Seal



Solicitation No. 985

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

P21054 Fire Station 4 Washrack

PART 1 GENERAL

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

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

1.1 Applicable Standard Specifications

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

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

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

1.2 Form of Proposal

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

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

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

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized

representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

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

INSERT IN ITS PLACE THE FOLLOWING:

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

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

All quotes shall be on the forms furnished by the City. All applicable blanks giving general information must be filled in and the quote signed by an officer or duly authorized representative of the Contractor. The only exception to this requirement is the Contract document which is provided here as a reference. If you are awarded the Contract, you will be required to submit a fully executed copy upon request. Any statement accompanying and tending to qualify a quote may cause rejection of such quote, unless such statement is required in a quote embracing alternate quotes.

Competitive Price Quotes should be clearly labeled as *P21054 Fire Station 4 Washrack Request for Competitive Price Quote* and submitted to the person and in the manner specified in the Request for Competitive Price Quote document.

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

1.3 Proposal Guaranty and Organization

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

1.4 Addenda to Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

1.5 Award of Contract

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

1.6 Performance Bond and Payment Bond

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

"At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Owner's Risk Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with subsection 108.14."

INSERT IN ITS PLACE THE FOLLOWING:

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

1.7 Insurance

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

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

General Liability Insurance

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

Comprehensive Automobile Liability Insurance

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

Additional Insured Endorsement

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

Property Insurance

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

Workers' Compensation Insurance

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

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

Additional Policies and Special Coverages

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

Certificates of Insurance

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

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

Public Liability and Property Damage

The Contractor shall maintain in force for the duration of this Contract a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate and approved by the City as to terms, conditions and form. 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 following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own.

Workers' Compensation

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

Course of Construction and/or Installation Floater

The Contractor shall maintain in full force for the duration of this contract an All Risk insurance policy approved by the City as to terms, conditions and form 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.

Asbestos Abatement (only applicable to Asbestos Specific Contracts)

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

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

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Pollution Specific

with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria as follows:

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

Professional Liability Coverage (only applicable to Contracts if specified)

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

Railroad Protective Liability Coverage

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

Subcontractors

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

Additional Insured Endorsement

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

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

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

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

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

(Contractor initials)

Equipment and Material

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

1.8 Wage Rates

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

1.9 Progress Payment

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"The scheduled release of payment will depend upon the method of payment selected by the Contractor. If the Contractor elects to receive payment by check, payment will be released no later than the 20th day of the month. If the Contractor elects to receive payment by electronic Automated Clearing House (ACH) transfer, the funds will be transferred no later than the fourth Friday of the month. City will endeavor to honor Contractor's election to receive payment by ACH transfer, however, City reserves the right to make payment via use of check at the sole discretion of the City."

1.10 Oregon Products

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

1.11 Salvage and Debris

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

1.12 Brand Name or Equal Specification

Brand Name or Equal Specification means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. Such specification authorizes Contractors to offer goods or services that are equivalent or superior to those brands named or described in the specification.

1.13 Scope of Work

All applicable City, County ordinances and State regulations shall be complied with.

The work to be performed under these specifications and drawings consists of the following:

The City is updating its storm drainage system for Fire Station 4 located at 1475 Fifth Street in Springfield. The project consists of replacing the existing vehicular wash down system with a valve system that will transfer all vehicular washwater to the public sanitary sewer and prevent stormwater from entering the public sanitary sewer.

This work shall consist of furnishing all labor, equipment and materials necessary to install a fully functioning automatic vehicle wash system with connections to the public storm sewer and sanitary sewer. This work shall consist of replacing the existing catch basin located on the north of the station's eastern parking lot as described in Task 1 below.

Task 1 - Vehicular Wash System

The vehicular wash system is an open air facility that currently allows all stormwater and washwater to enter the public stormwater sewer. Remove the existing catch basin in the east parking lot and install a new approved 2-chambered (with both a wet and dry basin) catch basin with grease trap. Install an automatic valve that will transfer all vehicular washwater to the public sanitary sewer and prevent the entry of stormwater to the public sanitary sewer. Two outlets shall be plumbed: one from the grease trap outlet to the public stormwater sewer and another from the valve to the sanitary sewer. The valve system shall be fully automated and activated by the use of flow actuators on the washwater supply hose bibbs located on the east side of the building. This system shall direct washwater to the sanitary sewer when a flow-detecting switch senses water in the designated hose bibbs. After a 20-minute delay time has passed the valve will close and allow flow to resume to the public stormwater sewer.

Vehicular Wash System

- A. Furnish all labor, equipment and materials necessary to construct a fully functional automated vehicle wash system as described above. Remove existing catch basin in the east parking lot and install new approved catch basin with grease trap as shown on project

plans. One outlet shall be plumbed to the public stormwater sewer from the grease trap. The second outlet shall be plumbed from the catch basin to the sanitary sewer system. The system shall not allow rain water to enter the public sanitary sewer system, nor shall it allow washwater to enter the public storm sewer system. The vehicle wash system shall be fully automatic but will also have a manual override switch. A manual override switch shall be installed to allow the diversion of fluids to the sanitary sewer system in the event of an accidental non-stormwater discharge or spill in the wash area. The system shall have an indicator light that shall illuminate when power is detected at the valve; a second indicator light will illuminate to indicate the valve is open.

- B. Acquire all necessary permits. Contractor shall apply for and purchase an electrical permit and a plumbing permit which includes surface restoration from City of Springfield.
- C. Furnish all labor, equipment and materials necessary for stormwater drainage system modifications to ensure a fully functioning valve system.
- D. Furnish all labor, equipment and materials necessary for all utility hook-ups including electrical, water, and sewage system. All work and installations shall meet current codes.
- E. Provide an opportunity for Springfield Maintenance Division to jet clean the 10-inch storm line after removal of existing drain inlet and excavation for new inlet. Provide 48-hour notice to Paul von Rotz, Project Manager at (541)736-1017.
- F. Furnish all labor, equipment and materials necessary for cleanup including removal of all excavated materials and debris.
- G. All plumbing and electrical work shall meet current Oregon Plumbing Specialty Code and Oregon Electrical Specialty Code.
- H. Once work has started, it must be completed without interruption. All work must be completed within thirty (30) consecutive calendar days from the start of construction. Permits must be applied for within ten (10) days of date the Notice to Proceed is issued. Construction must start within ten (10) days of issuance of the building permit.
- I. The Contractor shall contact and schedule with the station captain daily to coordinate the proposed work and any utility interruptions that might be necessary. The Contractor shall not interrupt any utility, operation, or other service into or provided by the fire station without the approval of the station Captain.
- J. The Contractor shall furnish to the City all warranties, specifications or manuals provided for the equipment by the manufacturer or supplier upon completion of project as one of the criteria for project acceptance.

Equipment List

Quantity	Item
1	¼" Treated plate 24" square Gibson Steel basin (with wet and dry basins), with "Fossil filter" basket insert
2	McDonnell & Miller FS4 – 3 Series flow-sensing switches
1	Omron solid state timer H3CR-H
1	Triac Electric Automatic Ball Valve Package, Series 22
1	Oatey 43904 Backwater Valve
1	Indicator light panel, with two lights and a manual override button/switch
## feet	Electrical wiring and 2" conduit
## feet	Schedule 80, 2" water pipe with tracer wire

2	Reducers (from basin to sanitary line from tap, and for backwater valve)
	Concrete, asphalt, CDF, etc.

Items listed or their equals must be used for this project. Equals must be approved by the City Project Manager prior to purchase and installation.

Task 2 – Surface Restoration

All excavation for catch basin, electrical work and pipe work shall be backfilled with Controlled Density Fill, (CDF) up to the depth of asphalt or concrete. The catch basin shall have a 1 foot wide concrete collar surrounding the rim and shall be placed integrally with slab concrete to be replaced as shown on plan sheet 4. Reinforcing bar shall be dowelled into existing concrete as shown on plans and secured with epoxy. Hot mix asphalt pavement covering trenches shall have a minimum thickness of 4 inches.

- A. Furnish all labor, equipment and materials necessary to saw cut, trench, and repave the areas associated with electrical and sanitary sewer hookups according to the Standard Specifications and the specifications described in these provisions.
- B. Furnish all labor, equipment and materials necessary for repair of surfaces and cleanup including removal of all debris and restoration of all disturbed areas.
- C. The system shall be tested for proper operation both prior to and after restoration of surfaces.

Prior to Construction The Contractor shall verify dimensions and flow line depths to ensure that adequate grades and clearances are obtainable prior to construction and that the system can be installed as designed. It is the Contractor’s responsibility to ensure that all sizes, locations and elevations of existing and proposed systems and components are correct and adequate prior to construction.

Payment for Work Completed Payment shall be lump sum upon completion and acceptance by the City of Springfield. Acceptance shall be based on inspection approvals and system performance being fully functional and meeting the project performance requirements. Payment shall be made within 30 days of acceptance by the City.

END OF SECTION