CITY OF SPRINGFIELD

Special Provisions

for

P21120
Centennial Blvd, 5th St and 28th St Manhole Surface Repair

Engineering Concurrence

The Managing Engineer for the City of Springfield concurs with the preparation of the plans and specifications, and further concurs with advertising this project for quotes.

J. Paschall

Jeffrey A. Paschall, P.E.

8-7-2015

Date

Solicitation No. 1517

SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED $100,000

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

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

SECTION A – General Requirements

P21120 – Centennial Blvd, 5th St and 28th St Manhole Surface Repair

A1.1 Applicable Standard Specifications

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

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED $100,000 THE DESCRIPTION SUBSTITUTIONS INDICATED BELOW SHOULD BE USED:

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

A1.2 Form of Proposal

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

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

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

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

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

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

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

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

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

A1.3 Proposal Guaranty and Organization

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

A1.4 Addenda to Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

A1.5 Award of Contract

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

A1.6 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 a least $2,000,000. The policy shall include coverage for contractual liabilities.

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

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

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

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

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

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

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

Public Liability and Property Damage

The Contractor shall maintain in force for the duration of this Contract a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $2,000,000 per occurrence and $3,000,000 in the aggregate. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with

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

Workers' Compensation

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

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.

Additional Policies and Special Coverages

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

Railroad Protective Liability Coverage

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

Subcontractors

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

Additional Insured Endorsement

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

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

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

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

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

_____

(Contractor initials)

Equipment and Material

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

A1.7 Submission of Certified Payroll

REPLACE THE 2ND PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

Once before the first payment and each time the prevailing wage rates change, and once before final payment is made, Contractor shall supply and file with Owner a statement in writing under oath, in form prescribed by the State Labor Commission and which conforms with ORS Chapter 279, certifying the hourly rate of wages paid each classification of workman not exempt by statute who is employed upon such project and further certifying that no workman employed has been paid less than minimum prevailing wage rate. Each Subcontractor who performed work on the project during the period covered by the payment may be required to file with Owner a similar statement which covers its workmen.

INSERT IN ITS PLACE THE FOLLOWING:

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 5th 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.

A1.8 Progress Payment

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

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

INSERT IN ITS PLACE THE FOLLOWING:

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

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

A1.9 Oregon Products

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

A1.10 Salvage and Debris

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

A1.11 Brand Name or Equal Specification

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

END OF SECTION

SPECIAL PROVISIONS
REGARDING CONTRACTS NOT TO EXCEED $100,000

SECTION B – Scope of Work and Measurement and Payment

P21120 – Centennial Blvd, 5th St and 28th St Manhole Surface Repair

B1. GENERAL

B 1.1 Project Description

This project will consist of the repair of fifteen (15) manhole frame and lid assemblies. Five (5) manholes are located on Centennial Boulevard, six (6) manholes are located on 5th Street and four (4) manholes are located on 28th Street. Removed frame, lid, and grade rings will be replaced with a new frame and lid as shown in standard drawing 4-1A.

B 1.2 Codes and Standards

All work shall be performed in accordance with the highest standard of practice in the industry and shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including, but not limited to, any applicable Federal, State or City of Springfield Codes, Standards and Ordinances.

B1.3 Manhole Surface Repair Work

This work shall include all materials, labor, traffic control and any related costs and requirements for the repair of the Manhole Frame assemblies as shown on the attached drawings for fifteen (15) manholes at the locations indicated.

Circle cut at manhole. Remove A.C., frame, lid, and grade rings. Salvage frame and lid if possible and deliver to Springfield Operations Department located at 201 S. 18th Street, Springfield, Oregon, 97477. Install new frame and lid according to standard drawing 4-1A. All labor, mobilization, traffic control, removal of materials, and all other associated work will be considered incidental to this project.

B1.4 Refurbishing of Damaged Infrastructure and Traffic Control

It will be the responsibility of the Contractor to refurbish all infrastructure or striping damaged during the project to its original state before construction. This includes but is not limited to damage of surrounding A.C., gutter bars, curbs, and stripes. The City Inspector will determine what constitutes original state of infrastructure or striping.

B1.5 Concrete Mix

Concrete for this project will have a minimum compressive strength of 6,000 psi after 28 days and a compressive strength of 3,000 psi before opening the lane to traffic. Contractor will furnish the City with lab data on the mixture's compressive strength a minimum of two (2) days before beginning work. The concrete mix will be subject to the approval of the Project Engineer. Contractor will additionally pour five (5) cylinders in conjunction with each batch of concrete. Cylinders will be tested at one (1) day, seven (7) days, and two (2) cylinders will be tested at 28 days. The remaining extra cylinder will be tested to meet minimum compressive strength before

allowing traffic over the manhole. The Contractor must obtain approval of the City Inspector before allowing traffic over the manhole.

B1.6 Traffic Control

All temporary traffic control shall conform to the City of Springfield Standard Construction Specifications, section 202. In addition, it will be the responsibility of the Contractor to protect the newly poured concrete collars, lids, and manhole frames from damage while the concrete is curing through whatever means necessary including but not limited to traffic control, flagging, or plating.

As stated in section 202.3.02, “A traffic control plan must be submitted for all projects in the public right-of-way no later than five (5) working days before work begins.” This plan will be subject to the approval of the City Inspector.

B1.7 Plating

Steel plates must be able to withstand H-20 traffic loading without any movement. Steel plates should be anchored securely to prevent movement under traffic loads such as sliding, bending, and vibrating. Temporary paving with cold asphalt mix should be used to feather the edges of the plate to form a wedged taper between existing AC and the temporary plate. All steel plates will have the appropriate signing to alert the public to the upcoming plate. Plating methods and locations must be included in the traffic control plan and is subject to the approval of the City Inspector.

B1.8 Measurement and Payment

Measurement and payment will be on a Lump Sum basis in accordance with the price set forth in the Quote Submittal. Contractor shall make a careful assessment when preparing the quote.

Payment shall be Lump Sum complete installed.

B1.9 Work Hours

Working hours shall be limited to 8:00 a.m. to 4:30 p.m. Monday through Friday. Alternate work hours may be requested by the Contractor and are subjected to the approval of the Project Engineer.

END OF SECTION