

City of Springfield Public Improvement Project

Invitation to Bid for:

P21161

G St., 21st St. and 5th St. Crossings

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.

Bid documents are available from the Department of Development and Public Works, City of Springfield, 225 Fifth Street, Springfield, OR 97477, for a non-refundable fee of \$25.00 and are available for viewing at this location. To view or purchase bid documents contact Nancy Jenkins at 541-726-3670 to schedule an appointment. Bid documents may be purchased between the hours of 3:00 and 4:00 p.m. daily. Payment may be made in advance by credit card or by check at the time of purchase. Bid documents available on line at <https://www.springfield-or.gov/city/development-public-works/invitations-to-bid/> and those on file at plan centers are incomplete and cannot be used to submit bids.



**City of Springfield
Community Development Division**

SPECIFICATIONS

FOR

P21161

G St. , 21st St., and 5th St. Crossings

This Project is funded in full or in part by Federal Funds

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CITY OF SPRINGFIELD, OREGON
Invitation to Bidders

Public Works Improvement Project

Project No. P21161 Title: G St., 21st St. and 5th St. Crossings

Description: Work consists of the installation of a raised pedestrian crossing on G Street for Two Rivers/Dos Rios Elementary School, a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of H Street and 21st Street for Maple Elementary School, and the construction of 4 (four) ADA ramps at the intersection of 5th and M Street.

Sealed bids for the above project will be received at the City of Springfield Operations Division, 201 South 18th Street, Springfield, OR 97477 Attn: Jayne McMahan, until, but no later than, 2:00 p.m. local time, the 30th day of June, 2020.

The bid opening meeting will be held directly thereafter through Go To Meeting. The instructions for the meeting are below.

P21161 G St., 21st St. and 5th St. Crossings Bid Opening
Tue, Jun 30, 2020 2:10 PM - 3:10 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/398454005>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212

- One-touch: <tel:+18722403212,,398454005#>

Access Code: 398-454-005

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/398454005>

Bid documents are available from the Department of Development and Public Works, City of Springfield, 225 Fifth Street, Springfield, OR 97477, for a non-refundable fee of \$25.00 and are available for viewing at this location. To view or purchase bid documents contact Nancy Jenkins at 541-726-3670 to schedule an appointment. Bid documents may be purchased between the hours of 3:00 and 4:00 p.m. daily. Payment may be made in advance by credit card or by check at the time of purchase. Bid documents available on line at <https://www.springfield-or.gov/city/development-public-works/invitations-to-bid/> and those on file at plan centers are incomplete and cannot be used to submit bids.

A pre-bid meeting will be held on June 19, 2020 at 10:00 a.m. The meeting will be held through Go To Meeting. The instructions for the meeting are below.

P21161 G St., 21st St. and 5th St. Crossings
Fri, Jun 19, 2020 10:00 AM - 11:00 AM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/181481885>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3311

- One-touch: <tel:+18722403311,,181481885#>

Access Code: 181-481-885

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/181481885>

All questions should be addressed to Terri White, Management Support Specialist, at twhite@springfield-or.gov. The deadline for submission of questions regarding this Invitation to Bid is June 23, 2020 at 3:00 p.m. Contact with any other City officials may be grounds for disqualification of bid.

The project is funded in part with monies made available by the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended. The receipt of these funds necessitates compliance with certain Federal Regulations as outlined in the bid documents.

This project is subject to all provisions regarding the prevailing wage rates as required by ORS 279C.800 - 870 and the Davis Bacon Act (40 U.S.C. 3141 et seq).

The Contractor performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560 as applicable in place at the time the bid is presented.

Contracts will not be awarded to any contractor whose name appears on the BOLI *Ineligible Contractor's List* or the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list or to any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Excluded Parties List System in the *System for Award Management*, as established by the U.S. Department of Labor. No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Excluded Parties List System in the *System for Award Management*, as established by the U.S. Department of Labor, will perform work under this Contract, as specified in Executive Order 12549.

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.

The First-Tier Subcontractor Form must be completed in full and submitted by the specified deadline or the bid will be rejected.



Jayne McMahan, Procurement and Contracts Manager



City of Springfield
 225 Fifth Street
 Springfield, OR 97477

Bid Submittal

Project No. P21161
Project Title: G St, 21st St, and 5th St Crossings

Bid Items:

Item No.	Description	Payment Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
Project Location 1: G St. Raised Crossing						
Construction Bid Items						
1	Mobilization	00210.90	1	LS		
2	Temporary Work Zone Traffic Control - Complete	00225.90(b)	1	LS		
3	Erosion Control	00280.90(a)	1	LS		
4	Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP)	00744.90(a)	380	SF		
5	Concrete Curb	00759.90(a)	48	FT		
6	4-inch Concrete Sidewalk	00759.90(q)	480	SF		
7	Concrete Curb and Gutter	00759.90(s)	80	LF		
8	Raised Crossing –Complete in Place	00759.90(t)	1	EA		
9	Pavement Bar Type B-HS: White 24-inch	00867.90(t)	50	FT		
10	Remove and Reinstall Existing Sign Assemblies	00905.90(c)	2	EA		
11	Install Sign Support	00930.90(a)	2	EA		
12	2-inch Rigid Nonmetallic Conduit	00960.90(a)	100	FT		
13	Junction Box	00960.90(b)	2	EA		
Project 1 Bid Item Total:						

Item No.	Description	Payment Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
Project Location 2: 21st and H St. RRFB						
Construction Bid Items						
14	Mobilization	00210.90	1	LS		
15	Temporary work Zone Traffic Control - Complete	00225.90(b)	1	LS		
16	Erosion Control	00280.90(a)	1	LS		
17	Horizontal Directional Drilling	00406.90(a)	75	FT		
18	4-inch Concrete Sidewalk	00759.90(q)	440	SF		
19	Concrete ADA Ramps	00759.90(r)	680	SF		
20	Concrete Curb and Gutter	00759.90(s)	80	LF		
21	Pavement Bar Type B-HS: White 24-inch	00867.90(t)	60	FT		
22	Remove and Reinstall Existing Sign Assemblies	00905.90(c)	2	EA		
23	Install Sign Support	00930.90(a)	2	EA		
24	Rectangular Rapid Flashing Beacon Installation – Complete in Place	00990.90(f)	1	LS		
Project Location 2 Bid Item Total:						

Item No.	Description	Payment Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
Project Location 3: 5th and M ADA Ramps						
Construction Bid Items						
25	Mobilization	00210.90	1	LS		
26	Temporary Work Zone Traffic Control – Complete in Place	00225.90(b)	1	LS		
27	Erosion Control	00280.90(a)	1	LS		
28	Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP)	00744.90(a)	405	SF		
29	Concrete ADA Ramps	00759.90(r)	670	SF		
30	Remove and Reinstall Existing Sign Assemblies	00905.90(c)	1	EA		
31	Install Sign Support	00930.90(a)	1	EA		
Project Location 3 Bid Item Total:						
Project Locations 1 +2 + 3 Bid Item Total						

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 P21161 in accordance with this Bid, the Contract Plans, applicable Construction Specifications, 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 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(5) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, 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 and/or 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.

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.

Contract Award

Bids will be accepted and awarded in accordance with Oregon Public Contracting Law and Section 103.01 of the City's most recent version of the Standard Construction Specifications.

This Bid includes three separate project locations as identified below. Individual Bids shall be submitted for each of the three project locations. The project locations are:

- Project Location 1 – G St. Raised Crossing
- Project Location 2 – 21st and H St. RRFB
- Project Location 3 – 5th and M St. ADA Ramps

The lowest responsive Bidder shall be determined based on the Bidder who submits the lowest responsive total Bid for all three Project Locations combined. However, should the City determine it is not in the best interest of the City to award a contract for all three Project Locations the Bid shall be awarded to the Bidder who submits the lowest responsive combined total Bid for the Project Locations the City determines will be awarded.

Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375.

Time is of the Essence

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

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 \$500.00 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

Work under this Bid will not be allowed to begin until June 22, 2020, after the Contractor has received the written Notice to Proceed, and a Pre-construction Meeting has been held. The Contractor shall complete the work under this Bid no later than August 28, 2020.

A full road closure will be permitted for construction of Project Location 1 – G Street Raised Crossing. This closure shall be limited to 14 consecutive days within the Contract Time of Completion.

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

Certifications

The undersigned hereby certifies that:

- 1.) 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.
- 2.) 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 comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 3.) If awarded the Contract, that 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. 3141 et seq. as supplemented by Department of Labor regulations 29 CFR Part 5 as applicable.
- 4.) In accordance with the Executive Order 12549, the prospective Contractor certifies to the best of his/her knowledge and belief, that its principals:
 - a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b.) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
 - d.) Have not within a three-year period preceding this bid submittal had one or more public transactions (federal, state, or local) terminated for cause of default.
 - e.) Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs a – d of this certification and shall not permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible to participate in Federal assistance programs under Executive Order 12549.
- 5.) 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.
 - 6.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(4).
 - 7.) In conformance with OAR 137-049-0440(3) and ORS 279A.110(4) the Contractor has 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 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
 - 8.) 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 comply with all applicable requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135, clause 135.38.
 - 9.) As specified in 2 CFR 200.231, 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 take the following affirmative steps to assure that minority businesses, women's business enterprises and labor surplus firms are used when possible.
 - a.) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b.) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c.) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d.) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e.) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 10.) The Contractor performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560 as applicable in place at the time the quote is presented.

- 11.) Prior to performing any work under the Contract all Subcontractors shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.520 as applicable.
- 12.) If the Contract specifies that the project includes Asbestos Abatement, the Contractor and all Subcontractors performing work on the project shall be licensed in accordance with ORS 467A.720 prior to performing any work on the project. Certification of compliance shall be presented to the City upon request.
- 13.) In accordance with ORS 279C.505, the Contractor will;
 - a.) 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.
 - b.) 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.
 - c.) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d.) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - e.) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.
- 14.) In accordance with ORS 279C.510, if demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).
- 15.) In accordance with ORS 279C.520, 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.
- 16.) In compliance with ORS 279C.525 the Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 14 of the Contract. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:
 - a.) Terminate the Contract,
 - b.) Complete the work itself,
 - c.) Use non-owner forces already under contract with the City of Springfield,
 - d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,

e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.

17.) In accordance with ORS 279C.530, the Contractor will;

a.) 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:

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
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; and
3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

18.) In compliance with ORS 279C.836, the Contractor shall confirm that all Subcontractors have a valid public works bond on file with the Construction Contractors Board prior to allowing them to perform any work under the Contract.

19.) The Contractor and all Subcontractors shall comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

20.) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this 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.

Addenda Number	Addenda Date

Declarations

As required by ORS 305.385(6), under penalty of perjury, by signing below the Contractor represents that, to the best of their knowledge, neither they nor any applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4) and have complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318. The Contractor shall also covenant to continue to comply with the tax laws of this state or a political subdivision thereof during the term of the Contract and that Contractor's failure to comply with such laws prior to execution of the Contract or during the term thereof is a default for which the City may

terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

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.

If the Bid is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Bid, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

Bidder's Signature _____

Bidder's Name *(Please Print)* _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

E-mail Address _____

Date _____

CITY OF SPRINGFIELD CONTRACT

Federal Funding Sources



Project No. P21161

Project Title: G St., 21st St. and 5th St. Crossings

Description: Work consists of the installation of a raised pedestrian crossing on G Street for Two Rivers/Dos Rios Elementary School, a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of H Street and 21st Street for Maple Elementary School, and the construction of 4 (four) ADA ramps at the intersection of 5th and M Street.

THIS CONTRACT, made and entered into this _____ day of _____, 20____, 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; and shall be interpreted so as to give the effect to the purpose of the Contract. In the event of a conflict or ambiguity, the precedence provision of Section 104.03 shall apply.

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 Contractor's obligations in this paragraph.

7. INSURANCE

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

companies.

A. Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Commercial General policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's Additional Insured status for Products and Completed Operations hazards shall extend for at least one year beyond formal Council acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Automobile Liability policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

B. 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.

C. Course of Construction and/or Installation Floater

In the event Course of Construction/Installation Floater insurance is required by the City due to unique project specifications the Contractor shall provide Course of Construction/Installation Floater insurance in the amount specified by the City. In addition, if the Contractor requests advance payment by the City for the purchase of materials pursuant to Section 109.07 of the City of Springfield Standard Construction Specifications, the Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by the City as to terms, conditions and form. The policy shall name the City of Springfield as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. The City, at its option, may elect to obtain additional coverage.

D. Asbestos Abatement (only applicable to Asbestos Specific Contracts)

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

- a. A full occurrence form, or

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

E. Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

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

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

F. Professional Liability Coverage (only applicable to Contract if specified)

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

G. Additional Policies and Special Coverages

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

H. 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.

I. 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. Upon request, the Contractor shall provide certificates of insurance for all Subcontractors performing work on the project to the City.

J. 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."

K. 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 Nathan Bell, Finance Director at nbell@springfield-or.gov with a copy to Terri White at twhite@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)

L. 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. TIME IS OF THE ESSENCE

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion specified, or as adjusted by Contract Change Order, has expired.

A. Liquidated Damages

The City of Springfield and the Contractor agree that; (a) time is of the essence; (b) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (c) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (d) 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 or the Contractor's failure to report sewage spills. Therefore, it is agreed as follows:

1. 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 \$<?> per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

2. 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 - STATE AND FEDERAL

The prevailing wage rate requirements, and other requirements associated with the prevailing wage rate, apply to the provisions outlined in this Section 10.

Contracts in excess of \$2,000.00 are subject to the Davis Bacon and Related Acts (DBRA) (40 U.S.C. 3141 et seq.). Contracts \$50,000.00 or higher are subject to the requirements of both the Davis Bacon and Related Acts (DBRA) and the Oregon Prevailing Wage Rate - Bureau of Labor and Industries (BOLI) ORS 279C.800 through 279C.870.

As required by ORS 279C.838(1), it is agreed that if the state prevailing wage is higher than the federal prevailing rate of wage 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 no less than the applicable state prevailing wage rate, as determined under ORS 279C.815. The prevailing wage rate is a combination of the basic hourly rate and fringe benefits, for each trade or occupation.

Attachment 1 contains information regarding the Prevailing Wage Rates and Davis Bacon Wage Decisions that are applicable to this Contract and is attached hereto and made a part of this Contract in its entirety.

A. Specific To Oregon Prevailing Wage Rate - Bureau Of Labor And Industries (BOLI)

Oregon law ORS 279C.840 requires that if the prevailing wage rate law applies a public agency must pay the prevailing wage rate (as determined by the Oregon Bureau of Labor and Industries) for all contracts over \$50,000.

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 comply with all provisions of ORS 279C.800 – 870 and shall pay each worker employed in the performance of this Contract no less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, in which the workers are employed as determined by the Commissioner.

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 and Subcontractors 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.

B. Specific To Federal Prevailing Wage Rate – Davis Bacon And Related Acts (DBRA)

The Davis-Bacon Act (40 U.S.C. 3141 et seq.) prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the Contract no less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

The U.S. Department of Labor (DOL) has oversight responsibilities to assure coordination of administration and consistency of enforcement of the labor standards provisions of the Davis Bacon and Related Acts. Under this authority, DOL has issued regulations establishing standards and procedures for the administration and enforcement of the Davis-Bacon labor standards provisions.

As specified in 40 U.S.C. 3142, the Contractor or Subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Subcontractor and the laborers and mechanics.

The City shall upon its own action or upon written request of an authorized representative of the Department of labor withhold from the Contractor so much of accrued payments as the City considers necessary to pay to laborers and mechanics including apprentices, trainees and helpers employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics, including apprentices, trainees and helpers. In the event of failure to pay any laborer or mechanic, including any apprentices, trainees, or helpers employed or working on the site of the work all or part of the wages required by the Contract, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

As stipulated under 40 U.S.C 3143, if any laborer or mechanic employed by the Contractor or any Subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the Federal Government by written notice to the Contractor may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

As specified by 29 CFR 5.5(3) the Contractor shall submit a copy of all payrolls to the City weekly. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). Optional Form WH-347 is available from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The Contractor is responsible for the submission of copies of certified payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request. Each payroll submitted shall be

accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR 5.5 available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

No wording contained in any other article or any other part of this Contract, either attached or included by reference, shall be construed in such a manner as to limit the applicability of the article.

11. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS/TERMINATION FOR CONVENIENCE OR FAILURE TO COMPLY

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 and damages or costs resulting from noncompliance. Such damages and costs shall be the sole responsibility of the Contractor.

This Contract may be terminated at any time for the convenience of the City or the Department of Housing and Urban Development. If this clause is executed, the Contractor will be paid for all work completed through the termination date, as well as any demobilization costs that were a part of the original Contract. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield. Also see provisions for Hold Harmless and Indemnification under section 6, Liquidated Damages under section 9 and Ineligible, Suspended and Debarred Contractors under section 16 of this Contract. Also see provisions for Liquidated Damages found under Terms, Declarations and Bid Submittal of the Bid Submittal document.

12. FEDERAL CONTRACT PROVISIONS INCORPORATED BY REFERENCE

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 comply with the following which are incorporated herein in their entirety by reference. The Contractor shall incorporate the following into any lower tier subcontracts which they may enter into, together with a clause requiring that the same be inserted in any further subcontracts that may in turn be made.

- a.) Davis Bacon and Related Acts (DBRA) (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"
- b.) The Federal Labor Standards Provisions, Department of Housing and Urban Development Form 4010, See Attachment 3

- c.) Oregon Prevailing Wage Rate - Bureau of Labor and Industries (BOLI) ORS 279C.800 through 279C.870
- d.) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 of October 13, 1967, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.", Certification Required - See Attachment 5
- e.) Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246), See Attachment 2
- f.) Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"
- g.) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), including specifically 40 U.S.C. 3702 and 3704
- h.) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the City, U.W. Department of Housing and Urban Development and the regional office of the Environmental Protection Agency.
- i.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions and 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, Certification Required - See Attachment 4
- j.) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135, Section 3 Clause 135.38 - See Attachment 6
- k.) Debarment and Suspension (Executive Orders 12549 and 12689)
- l.) Civil Rights Act of 1964, Title VI, as amended
- m.) Age Discrimination Act of 1975, as amended
- n.) Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225)
- o.) Procurement of Recovered Materials - 2 CFR 200.322
- p.) Contracting with Small and Minority Business, Women's Business Enterprises and Labor Surplus Area Firms - 2 CFR 200.321. See also Certifications section 9 of the Bid Submittal document.

13. PAYMENTS, CONTRIBUTIONS, LIENS, WITHHOLDING AND HOURS OF LABOR

In accordance with ORS 279C.505, the Contractor shall;

- a) 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.
- b) 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.
- c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- e) Have an employee drug testing program in place at the time of signing the Contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.

In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).

In accordance with 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 in the amount of 9 percent per annum 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.

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.

In accordance with ORS 279C.520, 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.

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. The posting must remain in place for the duration of the job.

In accordance with ORS 279C.530, the Contractor will;

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:

- a) 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
- b) 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; and
- c) Will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

In accordance with ORS 279C.580, each subcontract the Contractor enters into with a first-tier Subcontractor for property or services, including a material supplier, for the purpose of performing this Contract must

include the following:

- a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the Contractor under the Public Improvement Contract.
- b) A clause that requires the Contractor to provide a first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- c) A clause that requires the Contractor, except as otherwise provided, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
 - 1.) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
 - 2.) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the contracting agency or Contractor when payment was due. The interest penalty:
 - 1.) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
 - 2.) Is computed at the rate specified in ORS 279C.515 (2).

The Contractor shall require the first-tier Subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of ORS 279C.580 in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's Subcontractors to include such clauses in the first-tier Subcontractors' subcontracts with each lower-tier Subcontractor or supplier.

14. ENVIRONMENTAL, NATURAL RESOURCES AND USE OF RECOVERED MATERIALS

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

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

If the Contractor encounters a condition not referred to in the Invitation to Bid 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 Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

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

STATE AGENCIES

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

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

LOCAL AGENCIES

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

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

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 use recovered materials to the maximum extent possible without jeopardizing the intended use of the materials as required by 2 CFR 200.322 - Procurement of Recovered Materials.

15. BONDING TO BE FILED WITH THE CONSTRUCTION CONTRACTORS BOARD

As specified in ORS 279C.836, the Contractor shall file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work on a Contract 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. In addition, as specified in ORS 279C.830, the Contractor shall include a provision in any and all subcontracts requiring the all Subcontractors have a valid bond filed with the Construction Contractor's Board before starting work on a project, as applicable, unless exempt. 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.

16. INELIGIBLE/SUSPENDED/DEBARED CONTRACTORS LIST

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.

No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(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 Excluded Parties List System in the *System for Award Management*, as established by the U.S. Department of Labor, will perform work under this Contract, as specified in Executive Order 12549.

17. SUBCONTRACTING

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of this Contract. Whether stated in the Subcontract Agreement itself or not, the Contractor shall remain solely responsible for administration of the subcontract, including, but not limited to the performance of the subcontracted work, progress of the subcontracted work, payment for accepted subcontracted work, and disputes and claims for additional compensation regarding all subcontracted work.

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 provide the City with the names of all persons or businesses who will be performing work on this project prior to that person or business beginning work. The City shall verify that the person or business is eligible to perform work on the project and is not debarred or suspended by the Federal or State governments.

The City's approval of a Subcontractor will not create a contract between the City and the Subcontractor, shall not convey to the Subcontractor any rights against the City, and shall not relieve the Contractor or the Contractor's Surety of any of their responsibilities under this Contract.

18. REPORTING

The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the City, State or HUD. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its subcontracts. Failure to meet deadlines with the required information could result in sanctions.

19. RECORD RETENTION/ACCESS TO RECORDS/AUDITS

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 allow access by the City, grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall assist the City of Springfield in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this Contract. The Contractor shall retain their records related to this Contract for a period of at least five years from the date of final close out of the grant. However, if any litigation, claim, or audit is started before the expiration of the five year period, then all records must be retained for five years after the litigation, claim or audit is resolved.

20. RIGHTS IN DATA/OWNERSHIP OF WORK PRODUCT

(a) Work Product - All Work Product created by the Contractor and originated and prepared for the City of Springfield pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of the City. 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.

(b) Limited City Indemnity - If the City reuses or modifies the Work Product without the Contractor's involvement or prior written consent, to the extent permitted by Article XI, Section 7, of the Oregon Constitution, and subject to the protections afforded by the Oregon Tort Claims Act, the City shall indemnify the Contractor, within the limits of the Tort Claims Act and any other protections afforded the City, against liability for damage to life or property arising from the City's reuse or modification of the Work Product; provided however, the City shall not be required to indemnify the Contractor for any such liability arising out of or related to defective Plans and Specifications, or Contractor's breach of the Contract, professional negligence, or the negligent or wrongful acts of the Contractor's Subcontractors, employees, or agents in preparing the Plans and Specifications or testing and inspection conducted for the Project.

(c) Contractor Use of Work Product - The Contractor, despite other conditions of this provision, shall have the right to utilize such Work Products on its brochures or other literature that it may disseminate for its sales promotions, and in addition, unless specifically otherwise prohibited elsewhere in the Contract documents, the Contractor may use its standard line drawings, specifications, and calculations on other, unrelated projects.

21. PATENTS, COPYRIGHTS AND TRADEMARKS

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right. The Contractor shall indemnify, defend, and hold harmless the City from claims of patent, copyright, or trademark infringement, and from costs, expenses, and damages the Contractor or the City may be obligated to pay as a result of such infringement during or after completing the work.

22. ASSIGNMENT

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.

23. 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.

24. 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.

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. 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.

27. 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.

28. CAPTIONS

The headings, subheadings and 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. They do not form a part of this Contract, and shall not be used in construing this Contract.

29. 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.

30. REMEDIES

This Contract shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Contract, any breach of this Contract, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Contract shall not be construed more favorably to the City due to the preparation of this Contract by the City.

31. OWNERSHIP STATUS

Both parties understand and acknowledge that the City is a public body as specified in ORS 30.260 and maintains its status as a public body and retains all immunities and privileges granted it and its officers, agents, and employees by the Tort Claims Act (ORS 30.260 – ORS 30.295) and any and all other statutory rights granted the City as a result of its status as a public body.

32. 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.

IN WITNESS WHEREOF: The said City has caused these presents to be executed by its City Manager (or Designee) as authorized by Ordinance 6281 of the Common Council of the City of Springfield, and the said Contractor has caused these presents to be executed itself.

CITY OF SPRINGFIELD, OREGON
(A Municipal Corporation)

CONTRACTOR

By:

By:

City Manager

Name of Company (Please Print)

Date

Contractor's Signature

Name: (Please Print)

Title: (Please Print)

Date

Business Address

City **State** **Zip**

Office Phone

Cell Phone

E-Mail Address

SAMPLE



CITY OF SPRINGFIELD

Special Provisions

for

P21161

G St., 21st St. and 5th St. Crossings

Engineer's Seal



SPECIAL PROVISIONS

SECTION A – General Requirements

P21161 – G St., 21st St. and 5th St. Crossings

A1.1 Codes and Standards

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

A1.2 Applicable Standard Specifications

Division 100, General Requirements, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, including all revisions at date of Bid opening, and Parts 00200 through 03000 of the 2018 Oregon Standard Specifications for Construction shall apply to this Invitation to Bid and the ensuing construction contract, except as may be modified herein. If any section of the 2018 Oregon Standard Specifications for Construction should refer to Section 00100 of the same, the Bidder will instead refer to the equivalent section in Division 100 of the 1994 Edition of the Standard Construction Specifications, including all revisions at date of Bid opening. In the case of discrepancy, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

A1.3 Form of Proposal

REPLACE SECTION 102.02 “FORM OF PROPOSAL” OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

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

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

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

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

INSERT IN ITS PLACE THE FOLLOWING:

“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 plans or drawings, which are not required to be submitted as a part of your 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 will be received at the City of Springfield Operations Division, 201 South 18th Street, Springfield, OR 97477 Attn: Jayne McMahan, until, but no later than, 2:00 p.m. local time, the 30th day of June, 2020, after 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 City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected."

A1.4 Proposal Guaranty and Organization

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"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 and in a form acceptable to the City, 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 and/or 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."

A1.5 Interpretation of Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"If it should appear to a 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, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. 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 addenda 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."

A1.6 Addenda to Contract Documents

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

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

INSERT IN ITS PLACE THE FOLLOWING:

"Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at <http://www.springfield-or.gov/city/development-public-works/invitations-to-bid/>. The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the

Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address 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.”

A1.7 Familiarity With Laws and Ordinances

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

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

FEDERAL AGENCIES

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

STATE AGENCIES

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

LOCAL AGENCIES

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

INSERT IN ITS PLACE THE FOLLOWING:

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

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

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

Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

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

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

STATE AGENCIES

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

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

LOCAL AGENCIES

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

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

A1.8 Award of Contract

ADD THE FOLLOWING PARAGRAPH TO SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and David Bacon and Related Acts (DBRA) 40 U.S.C. 3141 et seq. and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375 and 29 CFR 5.5."

A1.9 Protection of Property

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

"The Contractor shall provide the Engineer with photographic documentation of pre-construction and post-construction conditions on all private properties affected by the Contractor's work. The

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

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

A1.10 Trade Names, Approved Equals or Substitutions

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

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

A1.11 Insurance

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

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

General Liability Insurance

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

Comprehensive Automobile Liability Insurance

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

Additional Insured Endorsement

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

Property Insurance

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

Workers' Compensation Insurance

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

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

Additional Policies and Special Coverages

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

Certificates of Insurance

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

INSERT IN ITS PLACE THE FOLLOWING:

"INSURANCE

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

Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Commercial General policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's Additional Insured status for Products and Completed Operations hazards shall extend for at least one year beyond formal Council acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the Automobile Liability policy as respects to work or services performed under this Contract to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or Subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own. A 30-day notice of cancellation or material change in coverage clause shall be included.

Workers' Compensation

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

Course of Construction and/or Installation Floater

In the event Course of Construction/Installation Floater insurance is required by the City due to unique project specifications the Contractor shall provide Course of Construction/Installation Floater insurance in the amount specified by the City. In addition, if the Contractor requests advance payment by the City for the purchase of materials pursuant to Section 109.07 of the City of Springfield Standard Construction Specifications, the Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by the City as to terms, conditions and form. The policy shall name the City of Springfield as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. The City, at its option, may elect to obtain additional coverage.

Asbestos Abatement (only applicable to Asbestos Specific Contracts)

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

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

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

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

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

Professional Liability Coverage (only applicable to Contracts if specified)

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

Additional Policies and Special Coverages

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

Railroad Protective Liability Coverage

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

Subcontractors

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

Additional Insured Endorsement

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

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

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

If the approved insurance company will not provide this 30 day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been cancelled or materially changed. The Contractor shall e-mail notification directly to Nathan Bell, Finance Director at nbell@springfield-or.gov with a copy to Terri White at twhite@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."

A1.12 Contract Time

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

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

A1.13 Suspensions of Work

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

"Suspension by Owner

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

Suspension by Engineer

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

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

Suspension by Contractor

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

Responsibility of Contractor

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

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. The Contractor shall be responsible for work, including

temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences.

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

Resumption of Work

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

INSERT IN ITS PLACE THE FOLLOWING:

"Temporary Suspension of Work by Owner/Engineer

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

Seasonal Suspension of Work by Engineer

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

Suspension of Work by Engineer for Failure to Comply

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

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

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

Suspension of Work by Contractor

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

Responsibility of Contractor Under This Subsection

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

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

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

Resumption of Work

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

A1.14 Submission of Certified Payroll

REPLACE THE SECOND 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:

Contracts in excess of \$2,000.00 are subject to the Davis Bacon and Related Acts (DBRA) (40 U.S.C. 3141 et seq.). Contracts \$50,000.00 or higher are subject to the requirements of both the

Davis Bacon and Related Acts (DBRA) and the Oregon Prevailing Wage Rate - Bureau of Labor and Industries (BOLI) ORS 279C.800 through 279C.870.

As required by ORS 279C.838(1), it is agreed that if the state prevailing wage is higher than the federal prevailing rate of wage 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 no less than the applicable state prevailing wage rate, as determined under ORS 279C.815. The prevailing wage rate is a combination of the basic hourly rate and fringe benefits, for each trade or occupation.

Attachment 1 contains information regarding the Prevailing Wage Rates and Davis Bacon Wage Decisions that are applicable to this Contract and is attached hereto and made a part of this Contract in its entirety.

Specific To Oregon Prevailing Wage Rate - Bureau Of Labor And Industries (BOLI)

Oregon law ORS 279C.840 requires that if the prevailing wage rate law applies a public agency must pay the prevailing wage rate (as determined by the Oregon Bureau of Labor and Industries) for all contracts over \$50,000.

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 comply with all provisions of ORS 279C.800 – 870 and shall pay each worker employed in the performance of this Contract no less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, in which the workers are employed as determined by the Commissioner.

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 business 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 and Subcontractors 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.

Specific To Federal Prevailing Wage Rate – Davis Bacon And Related Acts (DBRA)

The Davis-Bacon Act (40 U.S.C. 3141 et seq.) prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including

painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the Contract not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

The U.S. Department of Labor (DOL) has oversight responsibilities to assure coordination of administration and consistency of enforcement of the labor standards provisions of the Davis Bacon and Related Acts. Under this authority, DOL has issued regulations establishing standards and procedures for the administration and enforcement of the Davis-Bacon labor standards provisions.

As specified in 40 U.S.C. 3142, the Contractor or Subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Subcontractor and the laborers and mechanics.

The City shall upon its own action or upon written request of an authorized representative of the Department of labor withhold from the Contractor so much of accrued payments as the City considers necessary to pay to laborers and mechanics including apprentices, trainees and helpers employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics, including apprentices, trainees and helpers. In the event of failure to pay any laborer or mechanic, including any apprentices, trainees, or helpers employed or working on the site of the work all or part of the wages required by the Contract, the City may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

As stipulated under 40 U.S.C 3143, if any laborer or mechanic employed by the Contractor or any Subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the Federal Government by written notice to the Contractor may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

As specified by 29 CFR 5.5(3) the Contractor shall submit a copy of all payrolls to the City weekly. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). Optional Form WH-347 is available from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The Contractor is responsible for the submission of copies of certified payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed

under the Contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of 29 CFR 5.5 available for inspection, copying, or transcription by authorized representatives of the City or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

No wording contained in any other article or any other part of this Contract, either attached or included by reference, shall be construed in such a manner as to limit the applicability of the article."

A1.15 Progress Payment

REPLACE THE SIXTH PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

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

INSERT IN ITS PLACE THE FOLLOWING:

"Progress payment will be made by the City no later than the fourth Friday of the month 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."

A1.16 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.

A1.17 Salvage and Debris

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

END OF SECTION

SPECIAL PROVISIONS

SECTION B – Scope of Work

P21161 – G St. , 21st St., and 5th St. Crossings

B1. GENERAL

B1.1 Project Description

Work consists of the installation of a raised pedestrian crossing on G Street for Two Rivers/Dos Rios Elementary School, a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of H Street and 21st Street for Maple Elementary School, and the construction of 4 (four) ADA ramps at the intersection of 5th and M Street.

B1.2 Cooperation with Utilities

Contact SUB Electric Operations at 541-726-2395 at least 72 hours prior to any work or equipment encroaching within 20 feet of electrical lines. At certain locations, power, light, and telephone poles may interfere with excavation and operation of the Contractor's equipment. Coordinate with SUB Electric Operations 72 hours prior about supporting poles. The cost to support poles will be paid by the City of Springfield and shall not be included in the Contractors cost.

Utility Contact Phone Number(s)

- | | |
|---|---------------------|
| 1. SUB Water | 541-726-2396 |
| 2. SUB Electrical | 541-726-2395 |
| 3. Northwest Natural | 541-974-3724 (cell) |
| 4. City of Springfield Operations (Storm / Sewer) | 541-726-3761 |

B1.3 Construction Zone Work Hours

Unless otherwise directed by the Engineer, normal construction work zones with active project operations are to be conducted Monday through Friday. Work outside the hours of 7:00 a.m. to 5:00 p.m. is not permitted unless the City Engineer or designee gives approval.

B1.4 Record Drawings

Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the Engineer. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the Engineer.

B1.5 Competent Person Designation

Contractor shall designate a qualified and experienced "competent person" at the site whose duties and responsibilities shall include enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

B1.6 Vehicle Parking

The vehicles of the Contractor's and Subcontractors' employees shall be parked in accordance with local parking ordinances.

B1.7 Survey Services

The City of Springfield shall provide survey services as required and as described in Section 105.09 and 105.10 of the City of Springfield Standard Construction Specifications. All requests for survey services shall require a 48 hour minimum notice.

B1.8 Prosecution and Progress - Project Work Schedules

Before starting work, the Contractor shall submit for written approval a proposed construction schedule to the Engineer. If it is desirable to carry on operations in more than one location simultaneously, a schedule shall be submitted for each location two weeks in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by the City, the Contractor shall resubmit a schedule that conforms as approved.

The schedule shall show the proposed order of work and indicate the time required for completion of the major items of work. This working schedule shall take into account the passage or handling of traffic with the least practicable interference therewith and the orderly, timely and efficient prosecution of work. It will also be used as an indication of the sequence of the major construction operations and as a check on the progress of work.

The Contractor shall provide weekly progress schedules of expected project activities. The progress schedules shall indicate the Contractor's plan of work in sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, appraise, document, and control their respective Contract responsibilities. The schedule of work, and the work forces and equipment supplied by the Contractor, shall be adjusted adequately to allow for the completion of the contract work by the stated contract completion date. Any work done without notification to the Engineer is subject to rejection.

B1.9 Specifications

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00210.90 Payment

Delete the first bulleted item which begins "When 5 percent is earned..." and replace it with the following:

"When 5 percent is earned, either 50 percent of the amount for mobilization or 5 percent of the original contract amount, less retainage, whichever is least."

Delete the second bulleted item which begins "When 10 percent is earned..." and replace it with the following:

"When 10 percent is earned, either 100 percent of the amount for mobilization or 10 percent of the original contract amount, less retainage, whichever is least."

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00220.03 Work Zone Notifications - Add the following:

(c) Public Notice - Communicate with all properties adjacent to the work a minimum of 5 days before work begins. In addition, provide approved written notices to all residents and businesses that will have their access disrupted by construction a minimum of 48 hours before the disruption is scheduled to occur. A draft version of the document the Contractor intends to utilize for the required notifications shall be provided for City review and approval at the pre-construction meeting.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00225.05 (b) Contractor Modified Traffic Control Plan

In the sentence that begins "If the Contractor requests to use a modified Agency TCP..." delete "according to 00150.36".

Add the following:

Contractor may propose a Traffic Control Plan (TCP) different than that provided with the plans. Contractor supplied TCP shall be submitted two weeks prior to implementation and approved by the City of Springfield and Oregon Department of Transportation (ODOT). Traffic Control Plans shall be produced and stamped by a registered professional engineer licensed by the State of Oregon and/or submitted for use from ODOT's effective, approved and relevant standard Traffic Control Plans.

00225.80 Measurement Method "B" Lump Sum Basis

Measurement for Temporary Work Zone Traffic Control - Complete, Bid Items 2, 15 and 26 will be on a Lump Sum (LS) basis.

00225.90 Payment (b) Method "B" Lump Sum Basis

Temporary Work Zone Traffic Control - Complete, Bid Items 2, 15 and 26 will be paid on a Lump Sum (LS) basis.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Delete Section 00280 of the 2018 Oregon Standard Specifications for Construction in its entirety, except for the number and title, and replace it with the following:

00280.00 Scope

Erosion Control shall be constructed as shown in Erosion Control Plan Sheets Q1 and Q2 within the project plan set.

The Erosion Control Plan Sheets Q1 and Q2, meet City erosion and sediment control standards, therefore submission of an Erosion and Sediment Control Plan will not be required for this project. The Contractor shall utilize the information provided in plan sheets Q1 and Q2, the specifications, and as directed by the Project Engineer, to implement erosion control measures.

00280.80 Measurement

Measurement of Erosion Control, Bid Items 3, 16 and 27, will be on a Lump Sum (LS) basis.

00280.90 Payment

Payment of Erosion Control, Bid Items 3, 16 and 27, will be on a Lump Sum (LS) basis.

SECTION 00406 – TUNNELING, BORING AND JACKING

Comply with Section 00406 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00406.00 Scope – Delete this subsection in its entirety, except for the number and title, and replace it with the following:

“This Work consists of installing conduits, pipes, casings, linings and sleeves by tunneling, boring, jacking and horizontal directional drilling without excavating the overlying surface.”

00406.01 Descriptive Terms – Add the following:

Horizontal Directional Drilling (HDD) – Horizontal Directional Drilling includes all methods by which a conduit, casing, pipe or sleeve is pushed or pulled into place and in which the excavation method precludes the stationing of a worker within the conduit without stopping or removing the excavation equipment.

00406.41 Required Submittals - Delete this subsection in its entirety.

00406.80 Measurement – Delete this subsection in its entirety, except for the number and title, and replace it with the following:

Horizontal Directional Drilling, Bid Item 17, shall be measured on a per Foot (FT) basis.

00406.90 Payment – Delete this subsection in its entirety, except for the number and title, and replace it with the following:

The additional effort required to install conduits, pipes, casings, linings, and sleeves by tunneling, boring, or jacking is incidental to Horizontal Direction Drilling, Bid Item 17. Payment will be payment in full for furnishing and placing all materials and for furnishing all equipment, labor and incidentals necessary to complete the work as specified.

Payment for Horizontal Directional Drilling shall be separate from the Lump Sum (LS) payment for the remainder of the Rectangular Rapid Flashing Beacon installation paid under Bid Item 17, Rectangular Rapid Flashing Beacon Installation - Complete in Place.

Add the following pay item:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(a) Horizontal Directional Drilling (Bid Item 17)	Foot (FT)

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00744.00 Scope - Add the following:

Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP) shall be the Lane County 2020 Approved Mix.

Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP), Bid Items 4 and 28, shall match back to existing thickness, including required compacted aggregate base. See Plan Sheet F1 and F17a. Hot Mix Asphalt Concrete Pavement shall be used. All work is incidental to existing surfacing replacement and shall be included in the bid price for Asphalt Concrete Pavement. No additional payment will be made for surface damaged or otherwise removed outside the pay width limit.

00744.17 Acceptance - Delete this subsection, except for the number and title, and replace it with the following:

If the average for each mix gradation constituent and asphalt content is within specification limits, the material will be accepted. If the average asphalt content or one or more of the gradation constituents is not within the specification limits, the acceptance or rejection of the material will be determined as shown below.

The Contractor shall furnish materials and shall perform work in close conformance to the contract documents. If the Project Engineer determines that the materials furnished or the work performed are not in close conformance with the contract documents, the Project Engineer may:

- Reject the materials or work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the materials or work as suitable for the intended purpose, adjust the amount paid for applicable material or work to account for diminished cost to the Contractor or diminished value to the City, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

00744.80 Measurement - Delete this subsection, except for the number and title, and replace it with the following:

The quantities for Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP) will be measured on an area basis.

00744.90 Payment - Delete this subsection, except for the number and title, and replace it with the following:

The accepted quantity of Asphalt Concrete Pavement incorporated into the project will be paid for at the contract unit price, per Square Foot (SF), for item Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP) Mixture, Bid Items 4 and 28.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified. No separate or additional payment will be made for asphalt cement, mineral filler, lime, and anti-stripping or other additives.

Add the following pay item:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(a) Level 3, ½-inch Dense Asphalt Concrete Pavement (ACP) (Bid Items 4 and 28)	Square Foot (SF)

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00759.00 Scope - Add the following to the end of this subsection:

Removal limits shall be determined in the field by the Engineer prior to removal. Saw-cutting, demolition, disposal of debris and excavation material shall be incidental to bid items in this section. All necessary and

identified landscape restoration work shall meet the requirements of Section 01030 and be incidental to the following bid items:

Raised Crossing – Complete in Place, Bid Item 8, shall be constructed according to Plan Sheets B1 and F1-F3. Truncated domes are incidental to this bid item. The Concrete Curb, Bid Item 5, and Concrete Curb and Gutter, Bid Item 7, immediately adjacent to the Raised Crossing will be paid per their respective bid items. Payment will be per each installation of a Raised Crossing - Complete in Place. Compacted $\frac{3}{4}$ " – 0 aggregate base shall be used and is incidental to Bid Item 8. Level 3, $\frac{1}{2}$ -inch Dense Asphalt Concrete Pavement (ACP) will be paid under Bid Item 4.

4-inch Concrete Sidewalk, Bid Items 6 and 18, shall be constructed according to City of Springfield Standard Drawing 3-12. See Sheets F3a and F8a for a visual depiction of pay limits for these bid items. Compacted $\frac{3}{4}$ " – 0" aggregate base shall be used and is incidental to the bid items. Curbing along the back of the 4-inch Concrete Sidewalks is considered incidental.

Concrete ADA Ramps, Bid Items 19 and 29, shall be constructed according to Plan Sheets F4 – F8 and F14 – F17. Truncated dome panels shall be 2 feet by 5 feet and are incidental to this bid item. Sidewalk transition panels from top of ramp to existing sidewalk shall be paid under 4-inch Concrete Sidewalk, Bid Item 18. Raised Concrete Curbs and Concrete Islands within the ramp area shall be incidental to Bid Items 19 and 29. Concrete curb and gutter within the ADA ramp area is included in the quantity of Bid Items 19 and 29, Concrete ADA Ramps, and no separate payment will be made for concrete curb and gutter. See Sheets F8a and F17a for a visual depiction of pay limits for these items. Compacted $\frac{3}{4}$ " – 0 aggregate base shall be used and is incidental to the bid item. All Level 3, $\frac{1}{2}$ -inch Dense Asphalt Concrete Pavement (ACP) associated with Bid Item 19, Concrete ADA Ramps, is considered incidental. No additional payment will be made for bringing Asphalt Concrete Pavement back to existing thickness. Level 3, $\frac{1}{2}$ -inch Dense Asphalt Concrete Pavement (ACP) associated with Concrete ADA Ramps, Bid Item 29, will be paid under Bid Item 28, see sheet F17a.

00759.02 Required Submittals – Delete this subsection in its entirety.

00759.03 Preplacement Conference - Delete this subsection in its entirety.

00759.90 Measurement – Delete the paragraph titled "Area Basis" in its entirety and replace it with the following:

- **Area Basis** – Measurement will be of the finished surface excluding vertical and/or battered faces, limited to Neat Lines shown or directed.

00759.90 Payment – Add the following pay items to the pay item list:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(q) 4-inch Concrete Sidewalk (Bid Items 6 and 18)	Square Foot (SF)
(r) Concrete ADA Ramps (Bid Items 19 and 29)	Square Foot (SF)
(s) Concrete Curb and Gutter (Bid Items 7 and 20)	Linear Foot (LF)
(t) Raised Crossing – Complete in Place (Bid Item 8)	Each (EA)

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00867.00 Scope – Add the following to the end of this subsection:

All new pavement markings shall be completed using City approved thermoplastic material. Contractor shall replace all striping removed or damaged through construction activities outside the removal area at the Contractor's expense. Removal of existing pavement markings is considered incidental.

It is the Contractor's responsibility to verify all existing striping locations prior to construction.

See ODOT Standard Drawing TM530 for placement of pavement markings.

00867.45 Installation – Beginning with the sentence “Apply one or more of the following marking material types:” add the following:

Under “**Type B-HS: Preformed, Fused Thermoplastic Film High Skid**” add the following:

Pavement Bar Type B-HS: White 24-inch (Bid Items 9 and 21) shall be Preformed Thermoplastic Type B-HS, Pre-Mark Vizigrip (Non-Slip)”, 125 mil, by Ennis-Flint or approved equivalent.

00867.75 Manufacturer's Warranty – In the sentence which begins “Furnish a manufacturer warranty that unconditionally ...” delete “00170.85(c)(1) and replace it with the following:

Manufacturer Warranties - The Contractor shall furnish warranties from the Manufacturer and signed by a Manufacturer's Representative.

The warranty period will be specified in the applicable Specification Section for which it applies. The warranty period will begin on the date the final payment is issued to the Contractor, unless otherwise specified in the Contract.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency. Warranty work shall be performed when weather permits.

Delete the last sentence of the first paragraph which begins “Use Agency-supplied warranty...” in its entirety.

00867.90 Payment - Add the following pay items to the pay item list:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(t) Pavement Bar Type B-HS: White 24-inch (Bid Items 9 and 21)	Foot (FT)

SECTION 00905 – REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00905.80 Measurement – Delete this subsection, except for the number and title, and replace it with the following:

Measurement for Remove and Reinstall Existing Sign Assemblies, Bid Items 10, 22 and 30, shall be on a per Each (EA) basis. All signs on an individual pole are considered an assembly.

00905.90 Payment - Add the following pay item to the pay item list:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(c) Remove and Reinstall Existing Sign Assemblies (Bid Items 10, 22, and 30)	Each (EA)

SECTION 00930 – METAL SIGN SUPPORTS

Delete Section 00930 of the 2018 Oregon Standard Specifications for Construction, except for the number and title, and replace it with the following:

00930.00 Scope

Street sign posts shall be installed as directed by the Engineer and as described in Springfield Standard Drawing 5-18. After placing new posts, all signs from old posts are to be transferred to the new posts. See Section 00905 of the Special Provisions for more information.

00930.80 Measurement

Measurement for Install Sign Support, Bid Items 11, 23 and 31, shall be on a per Each (EA) basis.

00930.90 Payment

Payment will be payment in full for furnishing and placing all materials, equipment, labor and incidentals necessary to complete the work as specified.

<u>Pay Item</u>	<u>Unit of Measurement</u>
(a) Install Sign Support (Bid Items 11, 23 and 31)	Each (EA)

SECTION 00940 – SIGNS

Comply with Section 00940 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00940.00 Scope - Add the following to the end of this subsection:

All new signage, including sign support installation for new signs, for Project Location 2, 21st Street and H Street RRFB, is considered incidental to Bid Item 24, Rectangular Rapid Flashing Beacon Installation, Complete in Place.

SECTION 00960 – COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the 2018 Oregon Standard Specifications for Construction modified as follows:

Add the following subsections:

00960.80 Measurement

Measurement for 2-inch Rigid Nonmetallic Conduit, Bid Item 12, shall be on a per Foot (FT) basis.
 Measurement for Junction Box, Bid Item 13, shall be on a per Each (EA) basis.

00960.90 Payment

Payment will be payment in full for furnishing and placing all materials, equipment, labor and incidentals necessary to complete the work as specified.

<u>Pay Item</u>	<u>Unit of Measurement</u>
(a) 2-inch Rigid Nonmetallic Conduit (Bid Item 12)	Foot (FT)
(b) Junction Box (Bid Item 13)	Each (EA)

SECTION 00990 – TRAFFIC SIGNALS

Comply with Section 00990 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00990.00 Scope - Add the following to the end of this subsection:

Traffic signal foundations and all associated work shall be considered incidental to the Rectangular Rapid Flashing Beacon Installation - Complete in Place, Bid Item 24, and shall be drilled shafts conforming with Section 00963 of the 2018 Oregon Standard Specifications for Construction. No additional payment will be made for drilled shafts. The Contractor should be prepared to use temporary casing to maintain an open hole. Temporary casing should be removed as concrete is being placed.

Rectangular Rapid Flashing Beacon Installations shall be Eltec Brand RRFB Network System Controller (NSC) Model SL55, or approved equivalent. All poles, signage on the signal poles, wiring, audible push buttons, flashing bars, controllers and any other associated equipment necessary for a complete flashing beacon system, as shown on the plans, are considered incidental to Bid Item 24, Rectangular Rapid Flashing Beacon Installation - Complete in Place.

00990.43(a) Pedestrian Push Button - Delete the last sentence, and replace it with the following:

“Install push buttons in cast aluminum housing with yellow powder coat finish, and watertight o-ring seals.”

00990.90 Payment – Delete pay item (f) Flashing Beacon Installation and replace it with the following:

<u>Pay Item</u>	<u>Unit of Measurement</u>
(f) Rectangular Rapid Flashing Beacon Installation - Complete in Place (Bid Item 24)	Lump Sum (LS)

SECTION 01030 – SEEDING

Comply with Section 01030 of the 2018 Oregon Standard Specifications for Construction modified as follows:

01030.80 Measurement – Delete this subsection in its entirety, except for the number and title, and replace it with the following:

All work performed under this subsection is incidental to other bid items. No measurement will be made.

01030.90 Payment - Delete this subsection in its entirety, except for the number and title, and replace it with the following:

All work performed under this subsection is incidental to other bid items. No payment will be made.

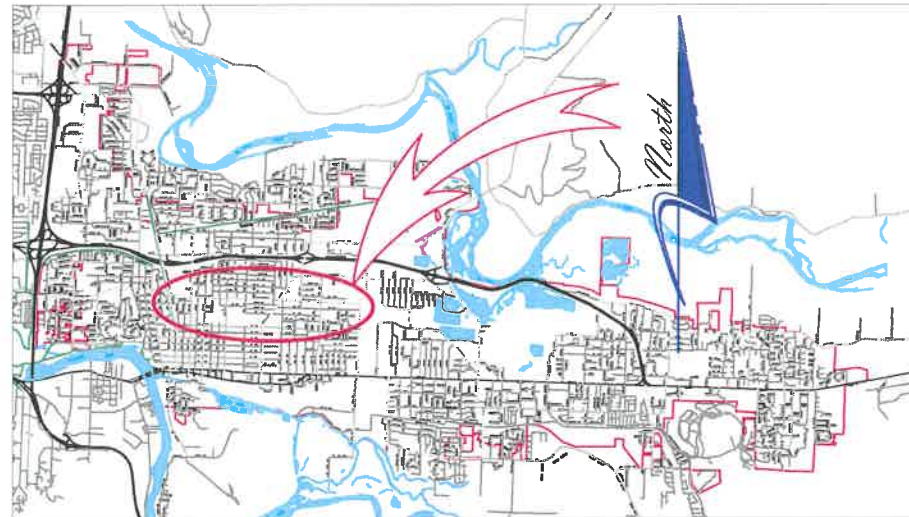
END OF SECTION

CITY OF SPRINGFIELD DEVELOPMENT & PUBLIC WORKS

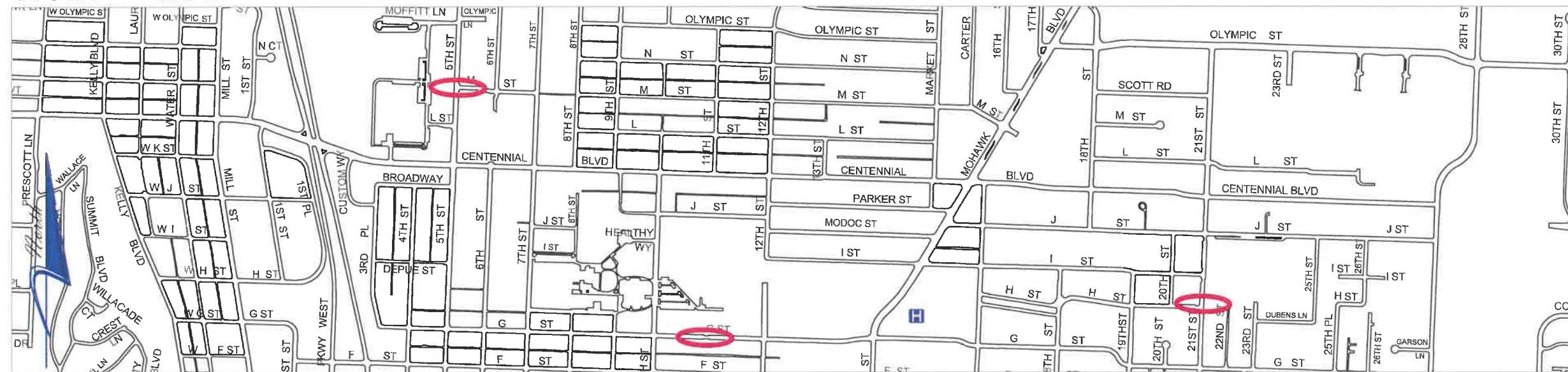
Project P21161 G ST, 21st ST, AND 5th ST CROSSINGS

ADA RAMP, RECTANGULAR RAPID FLASHING BEACON, RAISED CROSSING AND SIDEWALKS

PROJECT LOCATION



VICINITY MAP



SHEET INDEX

SHEET NO.	DESCRIPTION
A1-A3	TITLE, LEGEND/ABBR, LAYOUT, NOTES
B1	TYPICAL SECTIONS
F1-F3a	G ST RAISED CROSSING
F4-F13	21ST AND H ST RRFB
F14-F17a	5TH AND M ST ADA RAMP
Q1-Q2	EROSION & SEDIMENT CONTROL
T1-T5	TRAFFIC CONTROL

NOTE:

UTILITY LOCATIONS ARE APPROXIMATE
DO NOT
SCALE OR LOCATE UTILITY LINES OR MAINS
FROM THESE DRAWINGS
CALL FOR UTILITY LOCATES
811 or (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.

**Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS**

City of Springfield

PUBLIC WORKS / ENGINEERING
225 FIFTH STREET, SPRINGFIELD, OR 97477
PHONE (541) 726-3753 FAX (541) 726-3659
INTERNET www.springfield-or.gov



EXP DATE: 12-31-2020

TITLE SHEET

NO SCALE

DRAWN BY: H. MADLAND
DESIGNED BY: J. PASCHALL
CHECKED BY: J. PASCHALL

SHEET
A1
OF
31

**THESE STANDARD DRAWINGS
APPLY TO THIS PROJECT:**

3-8	TM300	SUB ESD0074
3-9	TM471	SUB ESD0106
3-12	TM472	
5-18	TM503	
	TM530	

No.	Revision/Issue	Date

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THE CORRECT LOCATIONS.

ABBREVIATIONS


ABAN	ABANDON(ED)	DR	DRIVE	ID	INSIDE DIAMETER	R	RADIUS
ACP	ASPHALTIC CONCRETE PAVEMENT	DWG	DRAWING	IE	INVERT ELEVATION	RCP	REINFORCED CONCRETE PIPE
ADA	AMERICANS WITH DISABILITIES ACT	DWY	DRIVEWAY	IN	INCH	RD	ROAD
AGG	AGGREGATE	EA	EACH	LAT	LATERAL	REINF	REINFORCE(D)(ING)(MENT)
AL	ALUMINUM	EDOP	EDGE OF PAVEMENT	LDAP	LAND DRAINAGE & ALTERATION PERMIT	REQ'D	REQUIRED
APPROX	APPROXIMATELY	EG	EXISTING GRADE	LF	LINEAL FEET	RESTR	RESTRAINED
APPVD	APPROVED	EL	ELEVATION	LP	LOW PRESSURE	ROW	RIGHT-OF-WAY
ARV	AIR RELEASE VALVE	ELEC/E	ELECTRICAL	MATL(S)	MATERIALS	SF/SQ.FT	SQUARE FEET
ASSY	ASSEMBLY	EOP	END OF PROJECT	MAX	MAXIMUM	S/W	SIDEWALK
BLDG	BUILDING	EQ	EQUAL	MFR(S)	MANUFACTURER(S)	SCHED	SCHEDULE
BM	BENCHMARK	EQUIP	EQUIPMENT	MH(S)	MANHOLE(S)	SD	STORM DRAIN
BO	BLOWOFF	ESMT	EASEMENT	MHSD	MANHOLE STORM DRAIN	SERV	SERVICE
BOP	BEGINNING OF PROJECT	EX/EXTG	EXISTING	MHSS	MANHOLE SANITARY SEWER	SHT(S)	SHEET(S)
BTM	BOTTOM	EXP	EXPIRED	MIN	MINIMUM	SL	SLOPE
C/G	CURB & GUTTER	FAB	FABRICATE	MJ	MECHANICAL JOINT	SPECS	SPECIFICATIONS
C/L or CL	CENTER LINE	FD	FLOOR DRAIN	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	SQ	SQUARE
CB	CATCH BASIN	FH	FIRE HYDRANT	NO	NUMBER	SS	SANITARY SEWER
CCP	CONCRETE CULVERT PIPE	FIN GR	FINISHED GRADE	NTS	NOT TO SCALE	SST	STAINLESS STEEL
CFFL	CURB FACE FLOW LINE	FL	FLOW LINE	OC	ON CENTER	ST	STREET
CI	CURB INLET	FLG	FLANGE(D)	OD	OUTSIDE DIAMETER	STA	STATION
CL	CLASS	FM	FORCE MAIN	ODOT	OREGON DEPARTMENT OF TRANSPORTATION	STD	STANDARD
CO	CLEANOUT	FOG	FACE OF GUTTER	OVHD	OVERHEAD UTILITY	STL	STEEL
CONC/CON	CONCRETE	FT	FOOT	P	POWER	SUB	SPRINGFIELD UTILITY BOARD
CONST	CONSTRUCTION	FTG	FITTING	P/L	PROPERTY LINE	SY	SQUARE YARD
COP	COPPER	G	GAS	PCCP	PORTLAND CEMENT CONCRETE PAVEMENT	TB	THRUST BLOCK
COS	CITY OF SPRINGFIELD	GALV	GALVANIZED	PERM	PERMANENT	TBOC	TOP BACK OF CURB
CPLG	COUPLING	GAL	GALLON	POLY	POLYETHYLENE	TBOS	TOP BACK OF SIDEWALK
CR	CRUSHED ROCK	GR	GRADE	PRESS	PRESSURE	TEL/T	TELEPHONE
CV	CHECK VALVE	GRVL	GRAVEL	PROP	PROPOSED	TEMP	TEMPORARY
CY	CUBIC YARD	GV	GATE VALVE	PS	PUMP STATION	TFC	TOP FACE OF CURB
D	DRAIN	HMAC	HOT MIX ASPHALTIC CONCRETE	PUGD	UNDERGROUND POWER	TYP	TYPICAL
DET	DETAIL	HORIZ	HORIZONTAL	PV	PLUG VALVE	VERT	VERTICAL(LY)

LEGEND

RIGHT OF WAY (ROW) LINE	— ROW —
GAS LINE	— GAS —
FIBER OPTIC (NO. OF CABLES)	— FO —
WATER LINE	— W —
POWER (ELECTRIC)	— E —
STORM SEWER (STATE)	— ST —
RIGHT OF WAY	— —
SANITARY SEWER (EXISTING)	— WW —
STORM SEWER (NEW)	— OHU —
SANITARY SEWER (NEW)	— OHU —
SAWCUT LINE	— SAWCUT —
AC OVERLAY LIMITS	— AC —
GAS VALVE	⊗
WATER VALVE	⊗
WATER LINE	⊕
WATER METER	⊕
UTILITY BOX	⊕
POWER POLE/LIGHT	⊕
CATCH BASIN EXISTING	⊕
CURB INLET NEW	⊕
STORM MANHOLE (NEW)	⊕
SANITARY MANHOLE (EXISTING)	⊕
SANITARY MANHOLE (NEW)	⊕
STORM AREA DRAIN (NEW)	⊕
MAIL BOX	⊕
UTILITY POLE	⊕
STORM AREA DRAIN (NEW)	⊕
MAIL BOX	⊕
UTILITY POLE	⊕

**Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS**

City of Springfield

SPRINGFIELD  **OREGON**

PUBLIC WORKS / ENGINEERING
226 FIFTH STREET, SPRINGFIELD, OR 97477
PHONE (541) 726-5753 FAX (541) 726-5669
INTERNET: www.springfield-or.gov



EXP DATE: 12-31-2020

LEGENDS/ABBREVIATIONS

NO SCALE	SHEET A2 OF 31
DRAWN BY: H. MADLAND	
DESIGNED BY: J. PASCHALL	
CHECKED BY: J. PASCHALL	

GENERAL CONSTRUCTION NOTES:

GENERAL CONSTRUCTION NOTES


- A. ALL MATERIALS AND WORKMANSHIP WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS SHALL MEET STANDARD SPECIFICATIONS FOR CONSTRUCTION, AS SPECIFIED IN SECTION 'A' OF THE SPECIAL PROVISIONS IN ADDITION TO ALL OTHER SPECIFICATIONS REFERENCED OR INCLUDED, AND 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 OR 811.
- C. LOCATION AND/OR DEPTH OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. ALL UTILITIES MAY NOT APPEAR ON PLANS. 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 OR 811.
- D. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY COMPANIES ON THE TIMING OF INSTALLATION OF THEIR FACILITIES.
- E. 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", 2011 OR CURRENT EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED TRAFFIC CONTROL AS FIELD CONDITIONS WARRANT.
- F. 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 DEVELOPMENT AND PUBLIC WORKS OPERATIONS DEPARTMENT PRIOR TO HOOK UP. CONTACT OPERATIONS AT (541-726-3761) OR CITY CONSTRUCTION INSPECTOR NO LESS THAN 48 HOURS PRIOR TO DESIRED INSPECTION TIME.
- G. 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.
- H. THE SEWER GRADE SHALL BE PER THE PLANS SPECIFICATIONS AND WITH THE MINIMUM COVER AS SHOWN ON THE PLANS
- I. THE CONTRACTOR SHALL INTERNALLY TELEVISION INSPECT THE SEWER 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.
- J. CONTRACTOR TO SCHEDULE A PRE-PAVING CONFERENCE 24 HOURS PRIOR TO PAVING. CONTACT THE CONSTRUCTION INSPECTOR.
- K. ALL JOINTS BETWEEN EXISTING AND NEW ASPHALT PAVING SHALL BE SEALED WITH POLYMERIZED ASPHALT.
- L. COMPACTION REQUIREMENTS:
- | LAYER | RATE | TEST |
|------------------------------|------|------|
| SUBGRADE | 95% | T99 |
| CRUSHED ROCK | 95% | T180 |
| ASPHALT (LOCAL) | 90% | RICE |
| ASPHALT (COLLECTOR/ARTERIAL) | 92% | RICE |
- M. CONCRETE COMPRESSIVE STRENGTH REQUIREMENTS (PSI):
- | CONCRETE USE | FIELD | LABORATORY |
|--------------------|-------|------------|
| SIDEWALK/ADA RAMPS | 3000 | 3450 |
| CURBS/GUTTERS | 3500 | 4025 |
| DRIVEWAYS | 3500 | 4025 |
| PAVEMENT | 4000 | 4600 |
- N. THIS PROJECT SHALL COMPLY WITH THE AMERICAN DISABILITIES ACT REQUIREMENTS SUCH AS INCORPORATION OF DESIGN CRITERIA FOR RAMPS, MAXIMUM PROFILE AND CROSS SECTION SLOPES FOR SIDEWALKS, UPGRADING EXISTING FACILITIES WHERE MAJOR CONSTRUCTION IS OCCURRING, AND BUILDING WARNING FOR OBJECTS IN SIDEWALK SUCH AS CURBING OR LANDSCAPING AROUND MAILBOXES.
- O. CONTRACTOR IS RESPONSIBLE TO OBTAIN APPLICABLE PERMITS FROM OTHER AGENCIES WITH JURISDICTIONS SUCH AS LANE COUNTY, OREGON DEPARTMENT OF TRANSPORTATION, OREGON DIVISION OF STATE LANDS, THE ARMY CORPS OF ENGINEERS, OR THE DEPARTMENT OF ENVIRONMENTAL QUALITY.
- P. 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.
- Q. EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION. SEE EROSION CONTROL PLAN.
- R. 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.
- S. 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.
- T. THE ENGINEER AND/OR CITY HAVE THE RIGHT TO REQUIRE ADDITIONAL WORK NOT SHOWN HEREIN BUT NECESSARY FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. STD.SPEC. 104.08.
- U. REQUESTS BY THE CONTRACTOR FOR CHANGES SHALL BE APPROVED BY THE ENGINEER AND THE CITY IN WRITING PRIOR TO IMPLEMENTATION.
- V. 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 301.1.01 AND THE TYPICAL CROSS SECTIONS CONTAINED HEREIN FOR DETAILS.
- W. THE CONTRACTOR SHALL VERIFY EACH EXISTING SANITARY AND STORM CONNECTION.

No.	Revision/Issue	Date

NOTE:
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DO NOT
 SCALE OR LOCATE UTILITY LINES OR MAINS
 FROM THESE DRAWINGS
 CALL FOR UTILITY LOCATES
 811 or (1-800-332-2344)
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Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS

City of Springfield
 PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-9135 FAX (541) 726-5865
 INTERNET: www.springfield-or.gov




EXP DATE: 12-31-2020

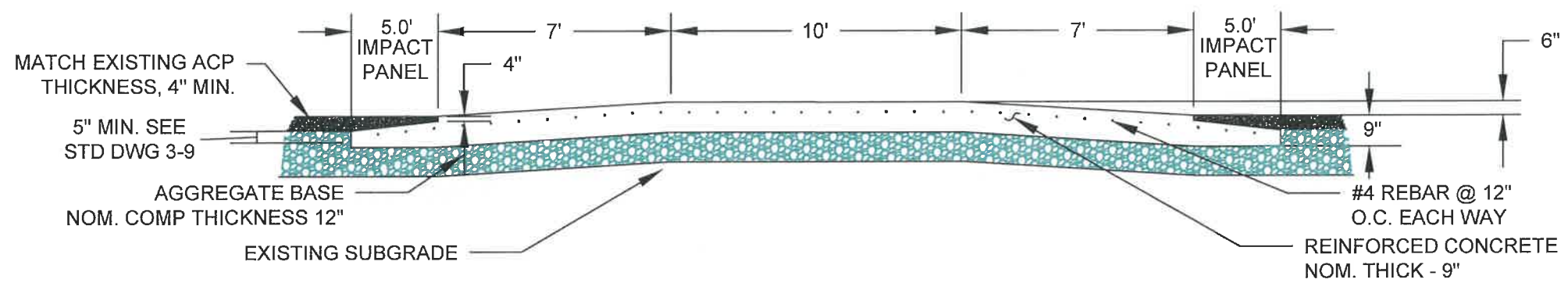
GEN. CONSTRUCTION NOTES	
NO SCALE	SHEET A3 OF 31
DRAWN BY: H. MADLAND	
DESIGNED BY: J. PASCHALL	
CHECKED BY: J. PASCHALL	

No.	Revision/Issue	Date

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1
B1 RAISED CROSSING IN ACP DETAIL
G STREET

Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS

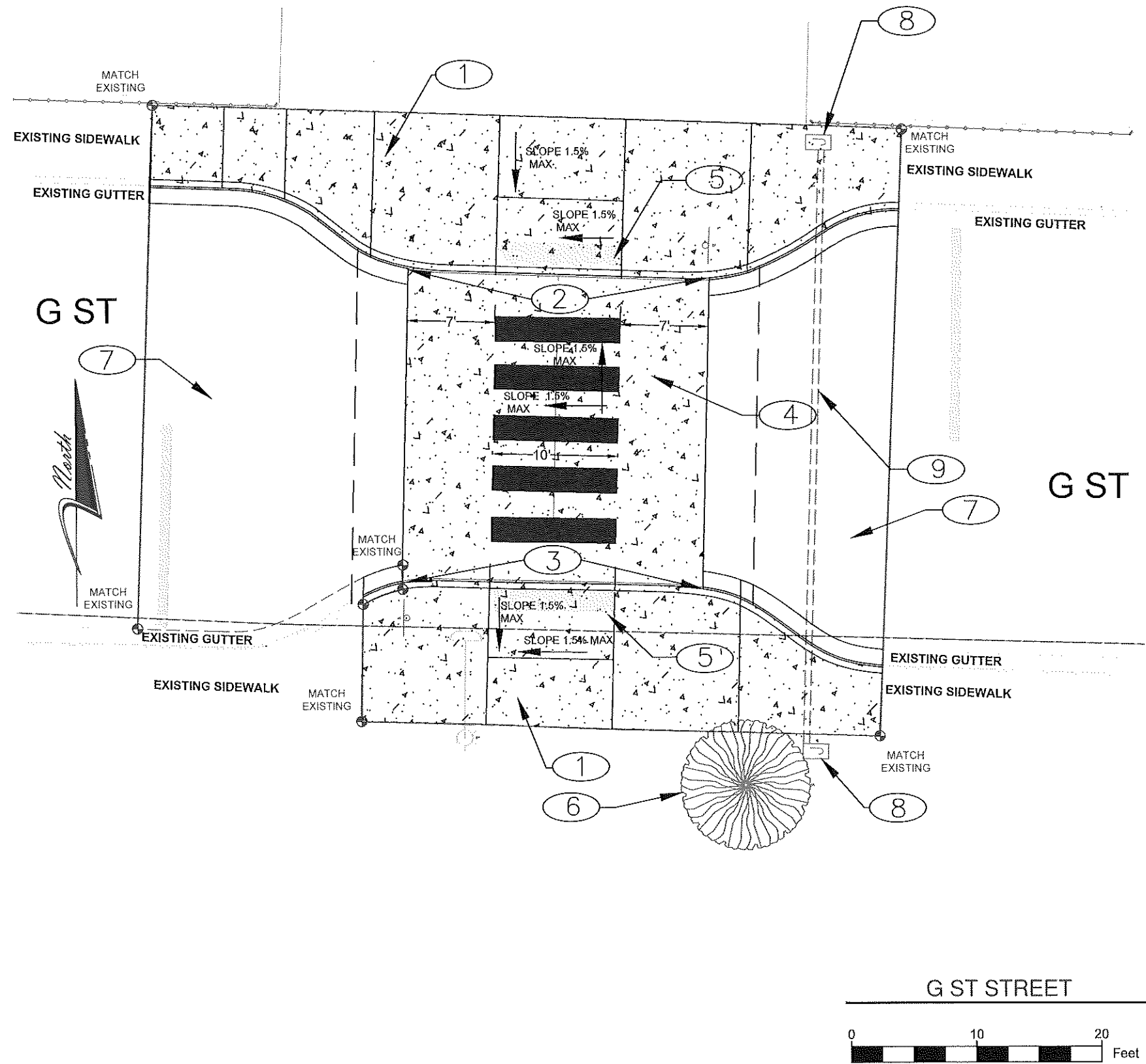
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EXP. DATE: 12-31-2020

TYPICAL SECTIONS

NOT TO SCALE	SHEET B1 OF 31
DRAWN BY: H. MADLAND	
DESIGNED BY: R. WARNER	
CHECKED BY: J. PASCHALL	



CONSTRUCTION NOTES:

- ① CONSTRUCT CONCRETE SIDEWALK. SEE STD DWG 3-12
- ② CONSTRUCT FULL DEPTH CURB 4" ABOVE CURB FACE FLOW LINE. SEE SHT F2 FOR PROPOSED ELEVATIONS
- ③ CONSTRUCT FULL DEPTH CURB 6" ABOVE CURB FACE FLOW LINE. SEE SHT F2 FOR PROPOSED ELEVATIONS
- ④ INSTALL RAISED CROSSING. SEE SHT B1 FOR CROSS SECTION AND SHT F2 FOR PROPOSED ELEVATIONS
- ⑤ INSTALL 2'X10' TRUNCATED DOME
- ⑥ PROTECT TREE TO REMAIN IN PLACE
- ⑦ MATCH EXISTING ASPHALT THICKNESS, 4" MINIMUM
- ⑧ INSTALL JB1 TYPE JUNCTION BOX FOR FUTURE USE. SEE ODOT STD DWG TM472
- ⑨ INSTALL TWO UNDERGROUND 2" CONDUIT CROSSINGS FOR FUTURE USE

No.	Revision/Issue	Date

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 CROSSINGS**

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EXP. DATE: 12-31-2020

CONSTRUCTION PLAN

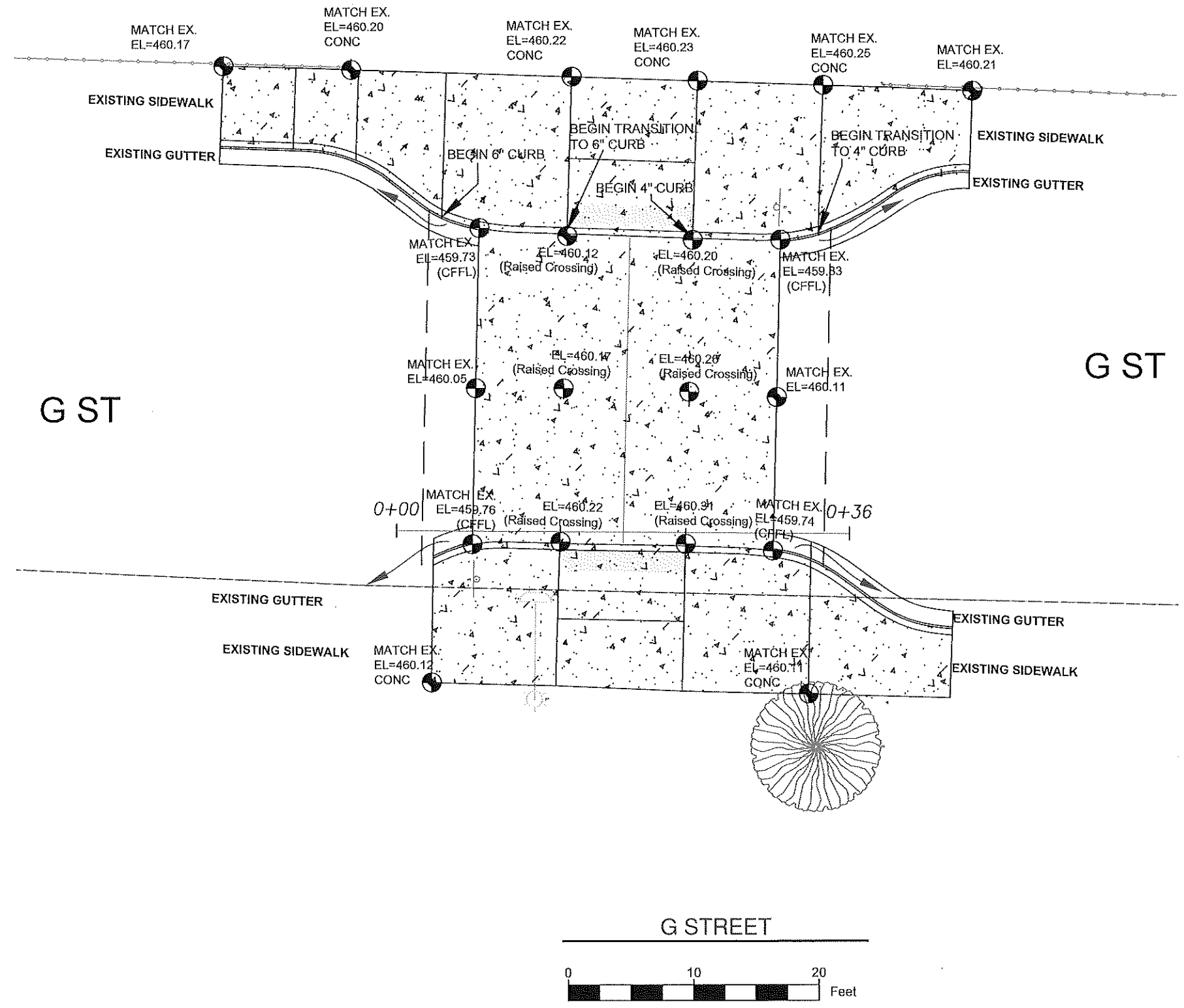
SCALE: 1:10	SHEET F1 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	

No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

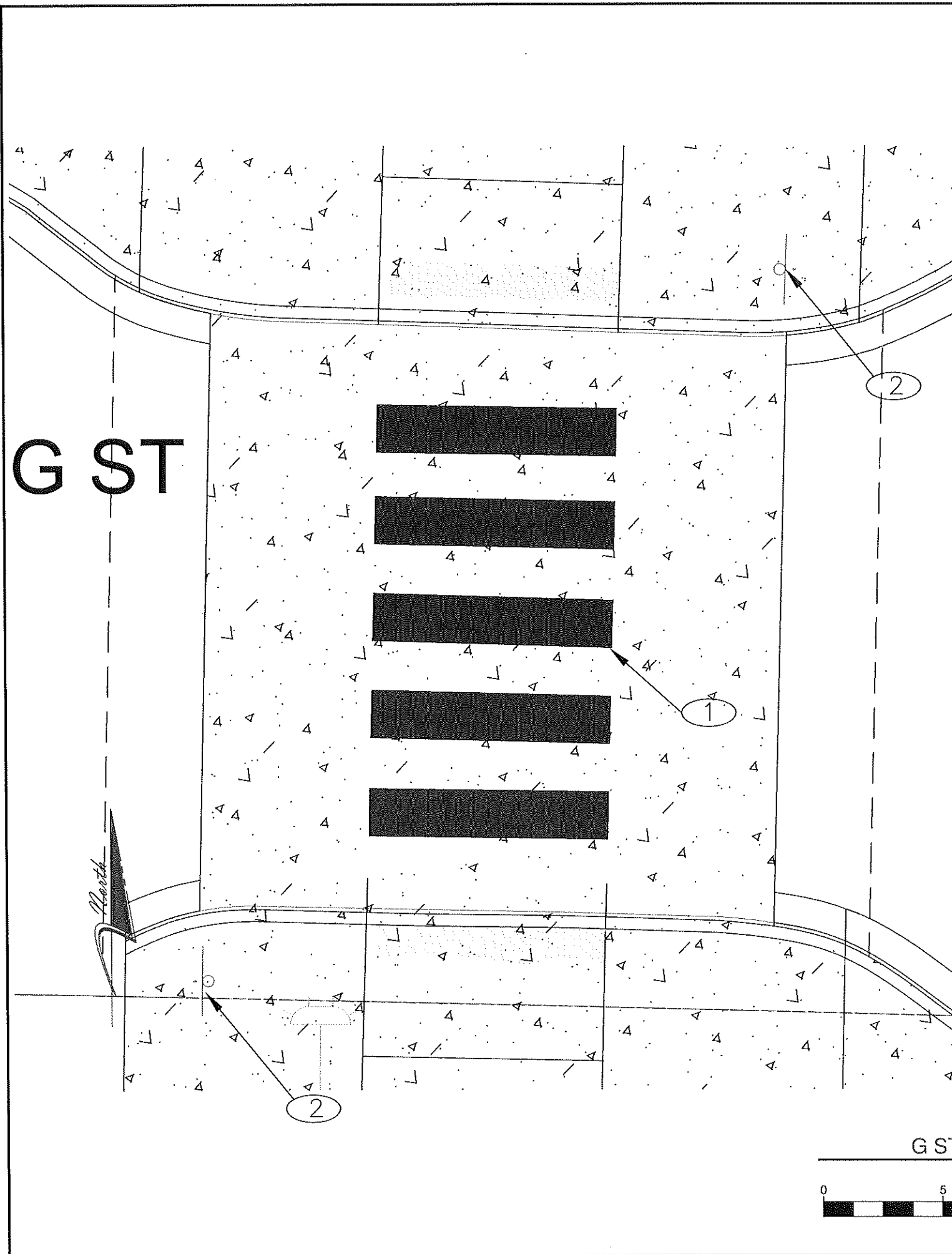
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EXP. DATE: 12-31-2020

ELEVATIONS

SCALE 1:10	SHEET F2 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	



SIGN AND STRIPING NOTES:

- ① INSTALL 2'X10' TYPE "B-HS" WHITE THERMOPLASTIC STRIPING. SEE ODOT STD DWG TM503 (CW-SC) AND TM 530 (STAGGERED CONTINENTAL LAYOUT)
- ② INSTALL SIGN SUPPORT. SEE STD DWG 5-18. REMOVE AND REPLACE SIGN ASSEMBLY

No.	Revision/Issue	Date

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EXP DATE: 31 Dec 21

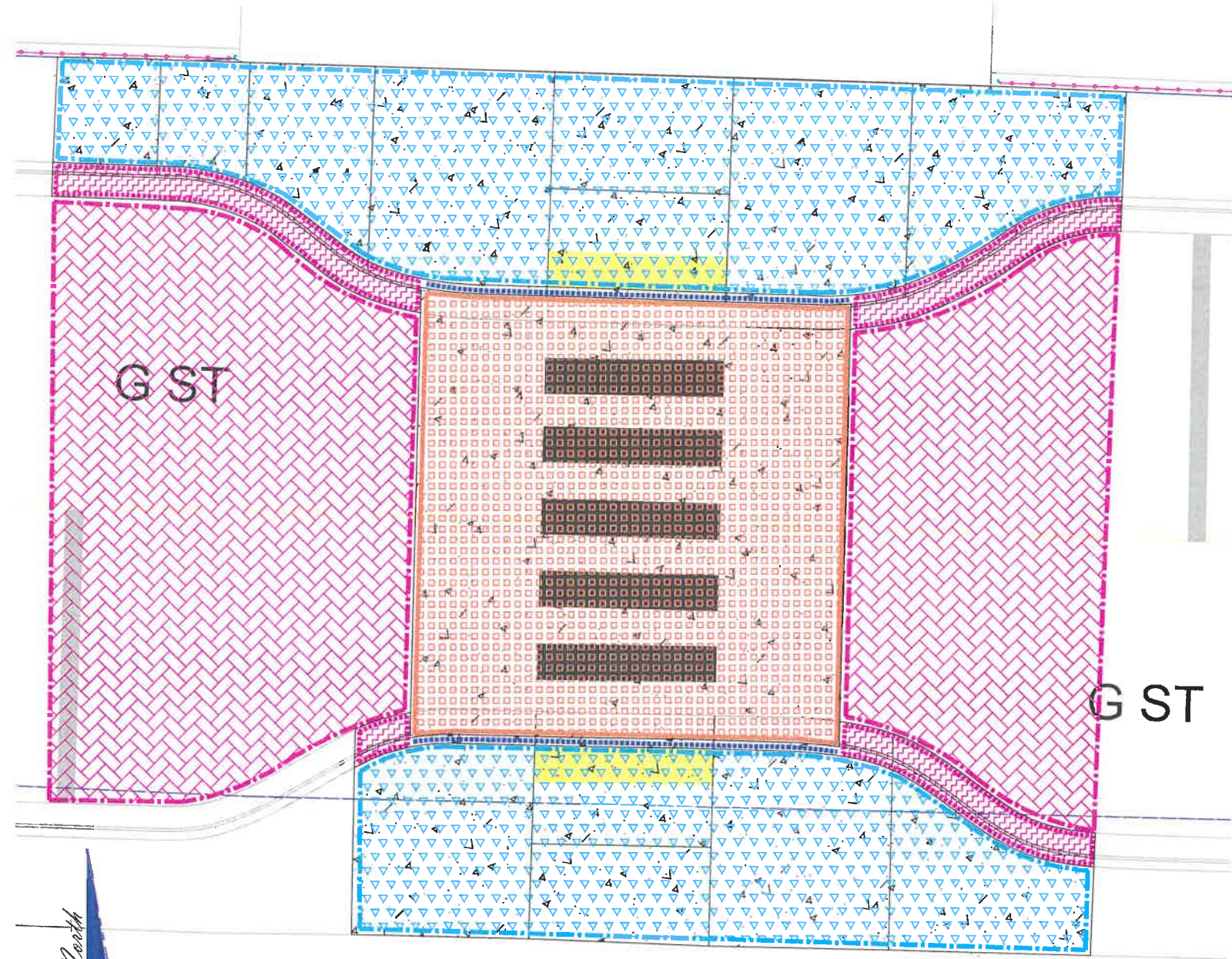
PAVEMENT MARKINGS	
SCALE 1:5	SHEET F3 OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

Rev	Revision/Issue	Date

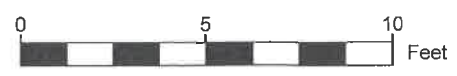
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-  4-INCH CONCRETE SIDEWALK/TRANSITION PANEL PAY LIMIT BOUNDARY
-  CONCRETE CURB PAY LIMIT BOUNDARY
-  CONCRETE CURB AND GUTTER PAY LIMIT BOUNDARY
-  RAISED CROSSING PAY LIMIT BOUNDARY (TRUNCATED DOMES ARE INCIDENTAL)
-  ASPHALT CONCRETE PAVEMENT PAY LIMIT BOUNDARY



G STREET



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EXP. DATE: 12-31-2020

PAY LIMITS

SCALE 1:5	SHEET F3a OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

No.	Revision/Issue	Date


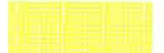

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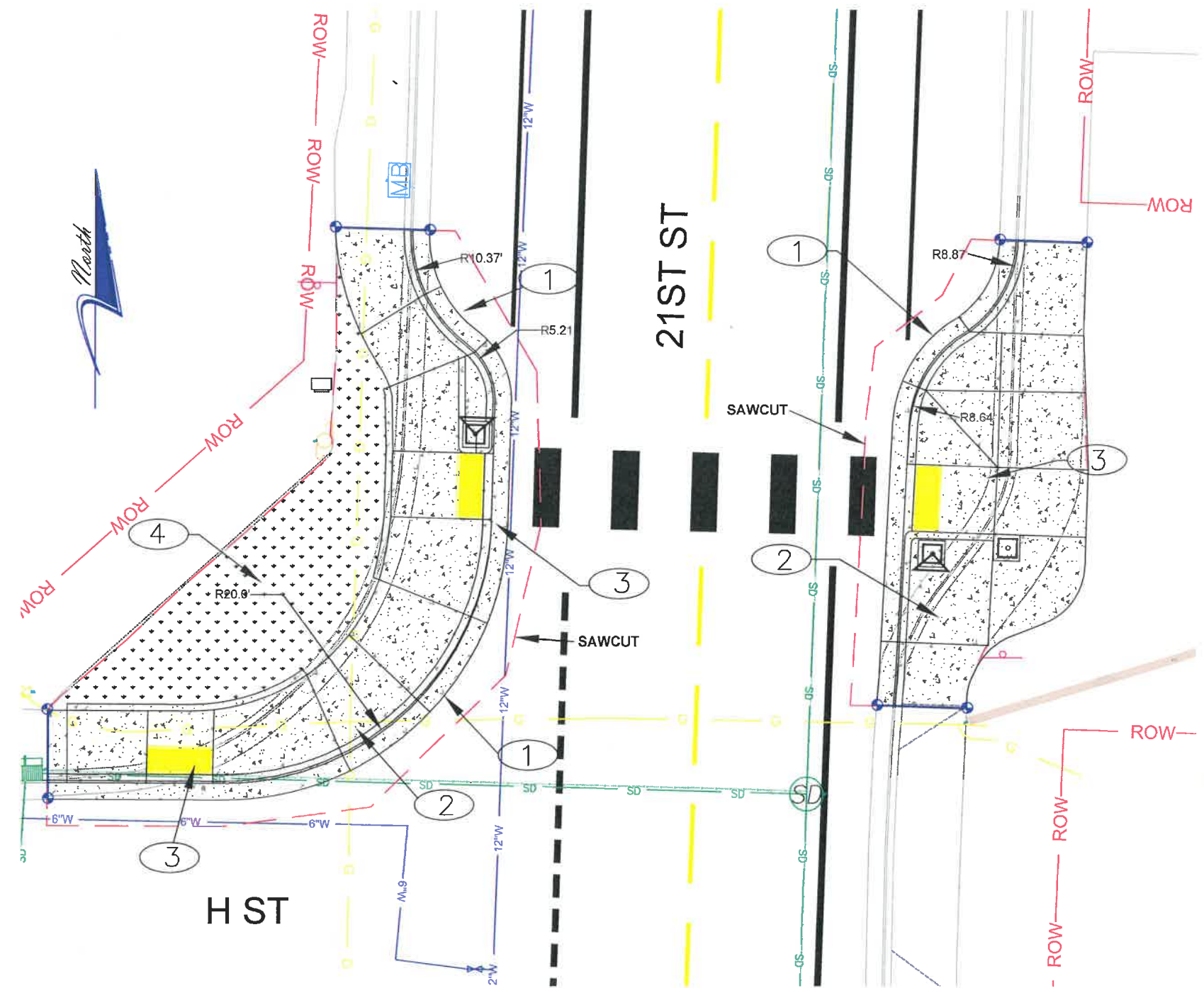
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CONSTRUCTION NOTES:

- ① INSTALL CURB & GUTTER. SEE STD DWG 3-8
- ② INSTALL SIDEWALK. SEE STD DWG 3-12
- ③ CONSTRUCT ADA RAMP. SEE SHT F5 AND F6
- ④ RESTORE LANDSCAPING OF ANY DISTURBED AREAS WITH COMMERCIAL LAWN SEED APPROPRIATE FOR THE AREA AND APPROVED BY THE ENGINEER

LEGEND

-  RRFB POLE
-  TRUNCATED DOMES
-  RRFB PUSH BUTTON POLE



**Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS**

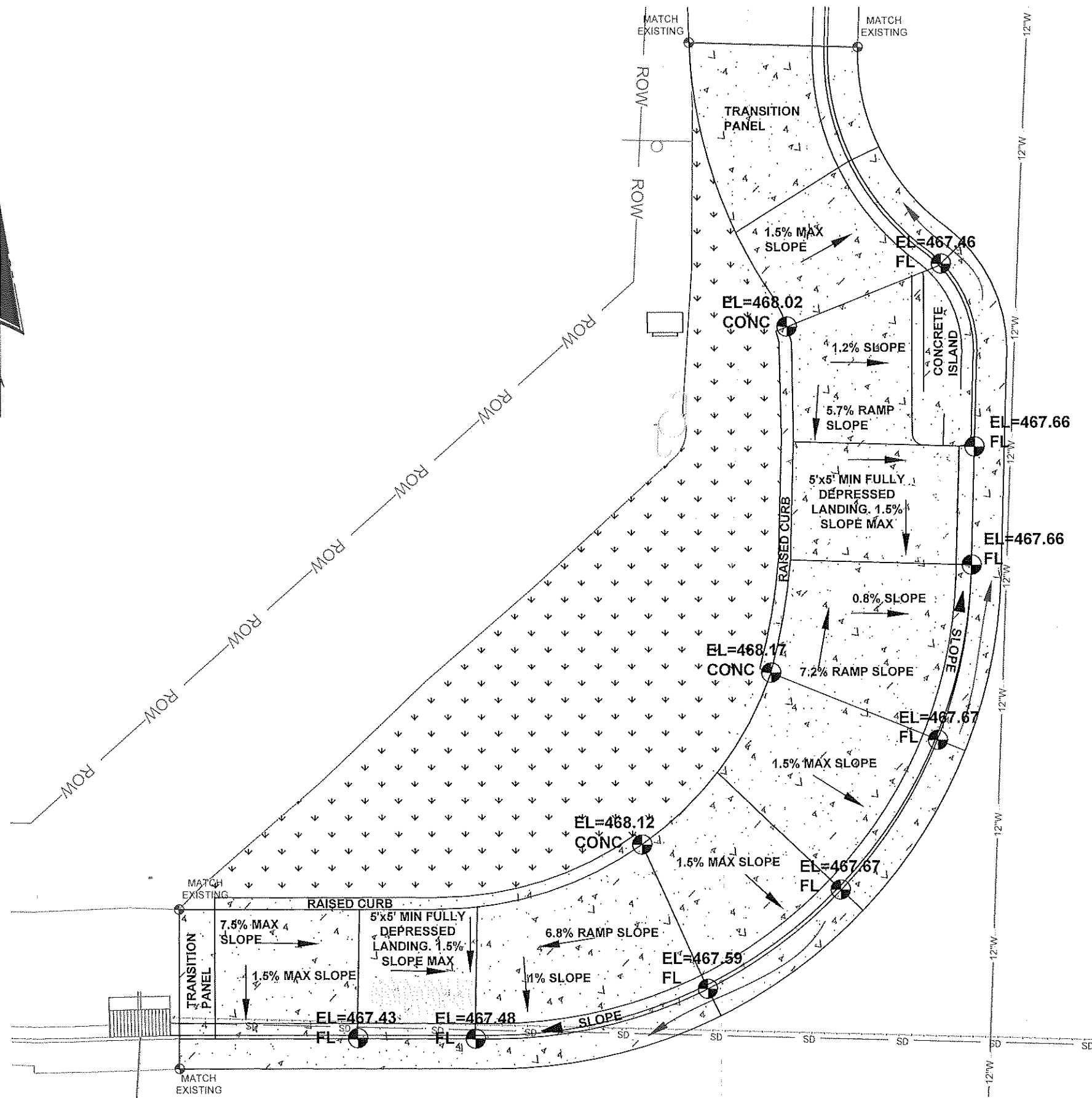
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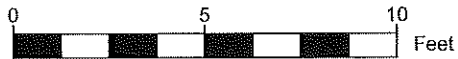
EXP. DATE: 12-31-2020

CONSTRUCTION PLAN

SCALE 1:10	SHEET F4 OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	



21ST STREET
NORTHWEST CORNER



No.	Revision/Issue	Date

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Project P21161 G ST, 21st ST, AND 5th ST CROSSINGS

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EXP. DATE: 12-31-2020

RAMP DETAILS

SCALE 1:5	SHEET F5 OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

No.	Revision/Issue	Date


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Project P21161 G ST, 21st ST, AND 5th ST CROSSINGS

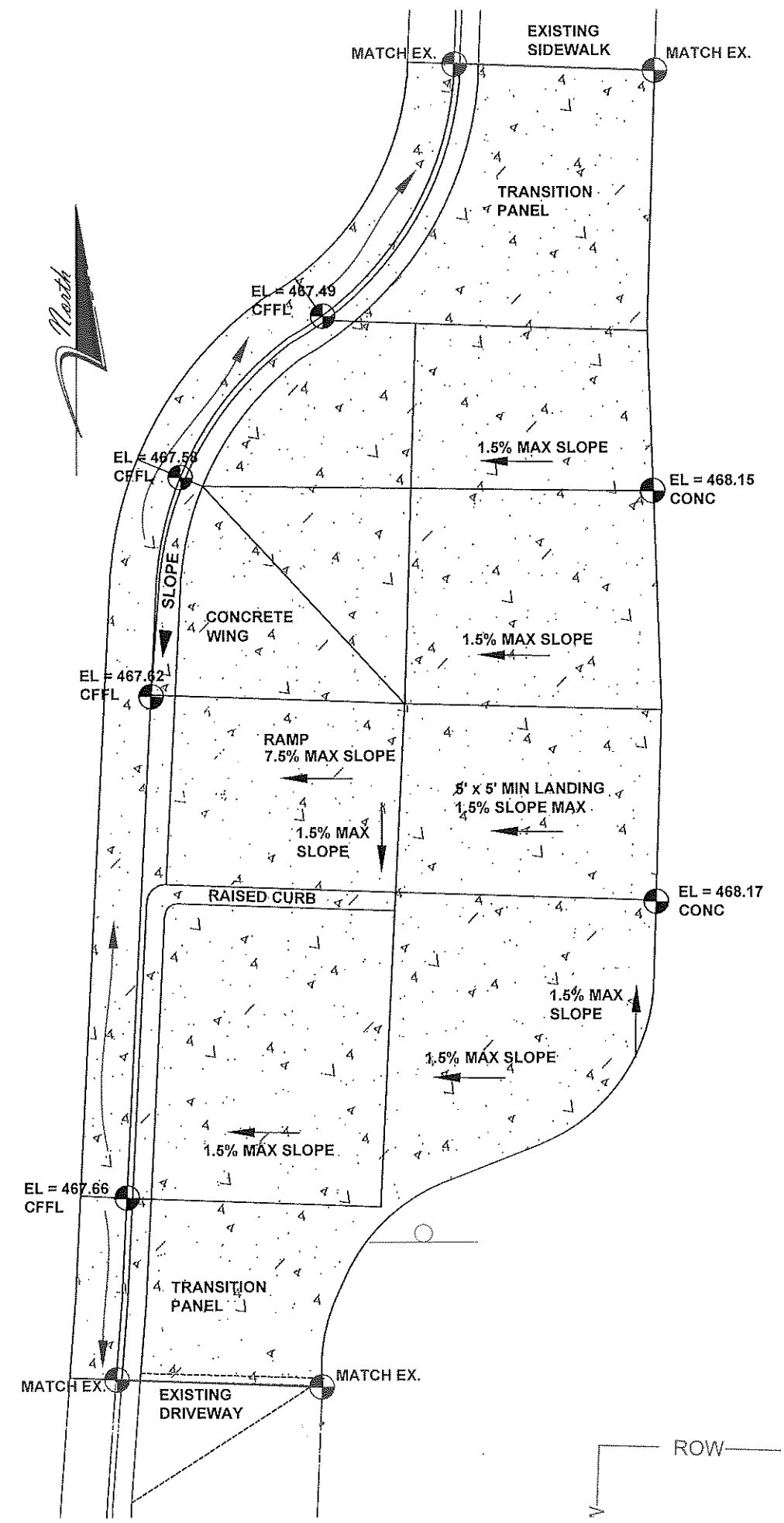
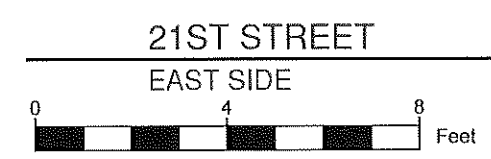
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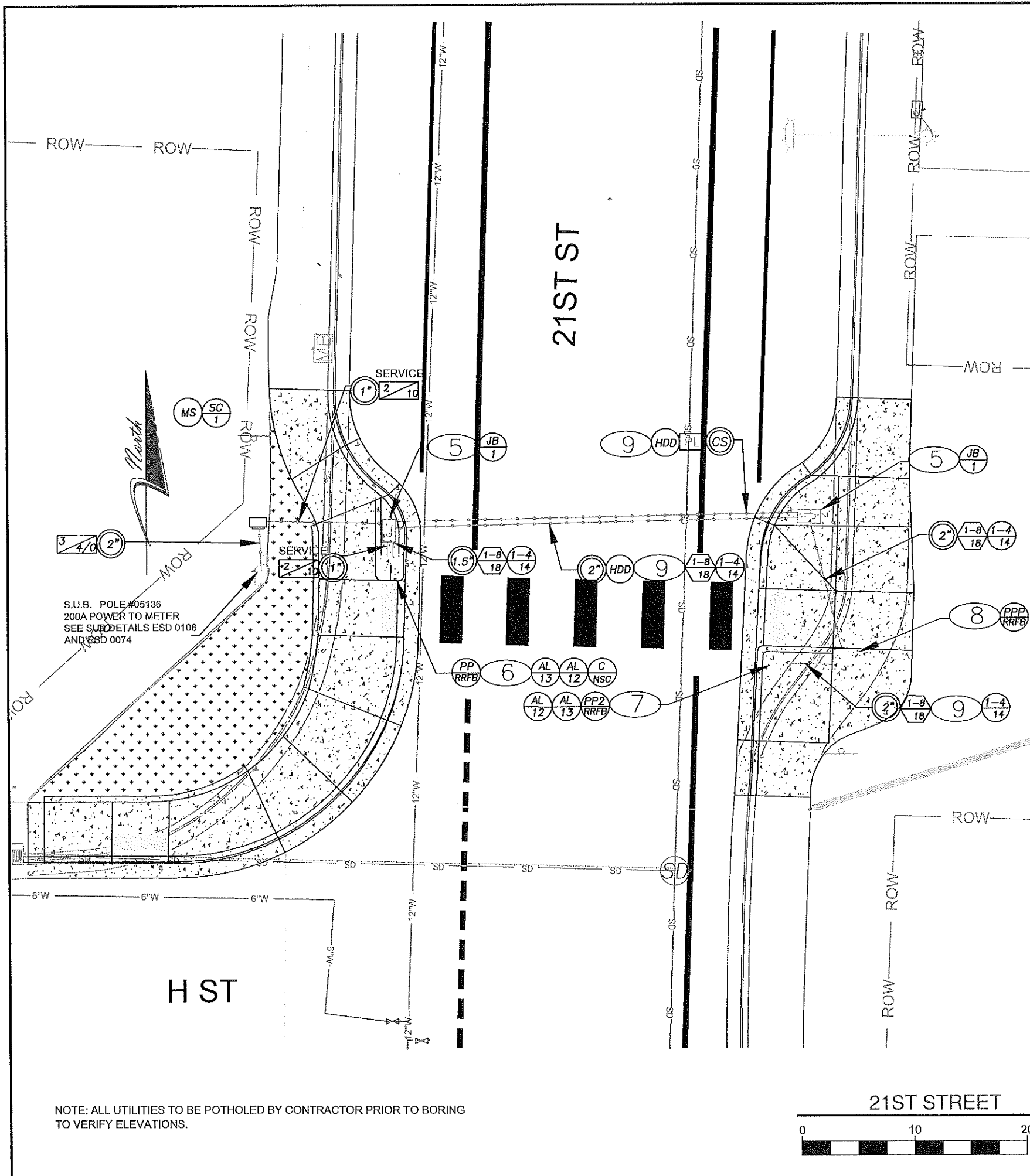



EXP. DATE: 12-31-2020

RAMP DETAILS

SCALE 1:4	SHEET F6 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	





CONSTRUCTION NOTES:

- ⑤ INSTALL J-BOXES. SEE ODOT STANDARD DETAIL TM472 FOR J-BOX DETAILS.
- ⑥ CONSTRUCT PEDESTRIAN POLE ASSEMBLY W/ TWO SIDED RRFB AND CONTROLLER CABINET (SEE SHT F10). INSTALL CONCRETE POLE FOUNDATION AT THE SAME ELEVATION AS TOP OF CURB
- ⑦ CONSTRUCT PEDESTRIAN POLE ASSEMBLY W/ TWO SIDED RRFB (SEE SHT F11). INSTALL CONCRETE POLE FOUNDATION AT THE SAME ELEVATION AS TOP OF CURB
- ⑧ CONSTRUCT PEDESTRIAN PUSH BUTTON POST (SEE SHT F12)
- ⑨ INSTALL AND/OR MAINTAIN A NO. 16 AWG THWN STRANDED COPPER WIRE WITH AN ORANGE BASE AND BLUE STRIPE IN ALL CONDUITS AS A LOCATE WIRE.

RECTANGULAR RAPID FLASHING BEACON LEGEND

- INSTALL PEDESTRIAN SIGNAL PEDESTAL ON FRANGIBLE BASE WITH RECTANGULAR RAPID FLASHING BEACON (RRFB), AND APS PEDESTRIAN PUSH BUTTON AND SIGN.
- INSTALL PEDESTRIAN SIGNAL PEDESTAL ON FRANGIBLE BASE WITH RECTANGULAR RAPID FLASHING BEACON (RRFB).
- INSTALL RRFB NETWORK SYSTEM CONTROLLER (NSC) ELTEC - MODEL SL55 OR APPROVED EQUAL.
- INSTALL (N=NUMBER) NO. (G=AWG WIRE SIZE) TYPE THWN CONDUCTORS WITH GREEN INSULATED GROUND.
- INSTALL (X=NUMBER OF CABLES) WITH (N=NUMBER) AWG NO. (G=AWG WIRE SIZE) TYPE 18AWG BELDON 27601A.
- INSTALL (S=SIZE) INCH SCHEDULE 40 PVC ELECTRICAL CONDUIT.
- INSTALL POLY PULL LINE (225 FT./LB. MIN. STRENGTH).
- INSTALL ALUMINUM, 36"x36" S1-1 "PEDESTRIAN CROSSING" WARNING SIGN WITH FLUORESCENT YELLOW, DIAMOND GRADE SHEETING.
- INSTALL ALUMINUM, 30"x18" W16-7P "ARROW" WARNING SIGN WITH FLUORESCENT YELLOW GREEN, DIAMOND GRADE SHEETING.
- INSTALL 11"x18"x12" PRECAST POLYMER CONCRETE JUNCTION BOX.
- INSTALL CONDUIT BY BORING (OPEN TRENCH NOT ALLOWED. SEE SHEET F9 FOR BORING INFORMATION)
- INSTALL 2" CONDUIT SPARE (CAP ENDS).
- INSTALL 120/240 VOLT SERVICE METER BASE
- INSTALL 6"x8"x12" SERVICE CABINET, 120 VOLT 60 AMP MAIN W/ 15 AMP CIRCUIT BREAKER FOR RRFB (SEE SHT F13).
- INSTALL PEDESTRIAN PUSH BUTTON POST (SEE SHEET F12).
- INSTALL (X=NUMBER OF CABLES) CONTROL CABLES WITH (N=NUMBER) AWG NO. (G=AWG WIRE SIZE) CONTROL CABLE

NOTE: ALL UTILITIES TO BE POTHOLED BY CONTRACTOR PRIOR TO BORING TO VERIFY ELEVATIONS.

No.	Revision/Issue	Date

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 G ST, 21st ST, AND 5th ST
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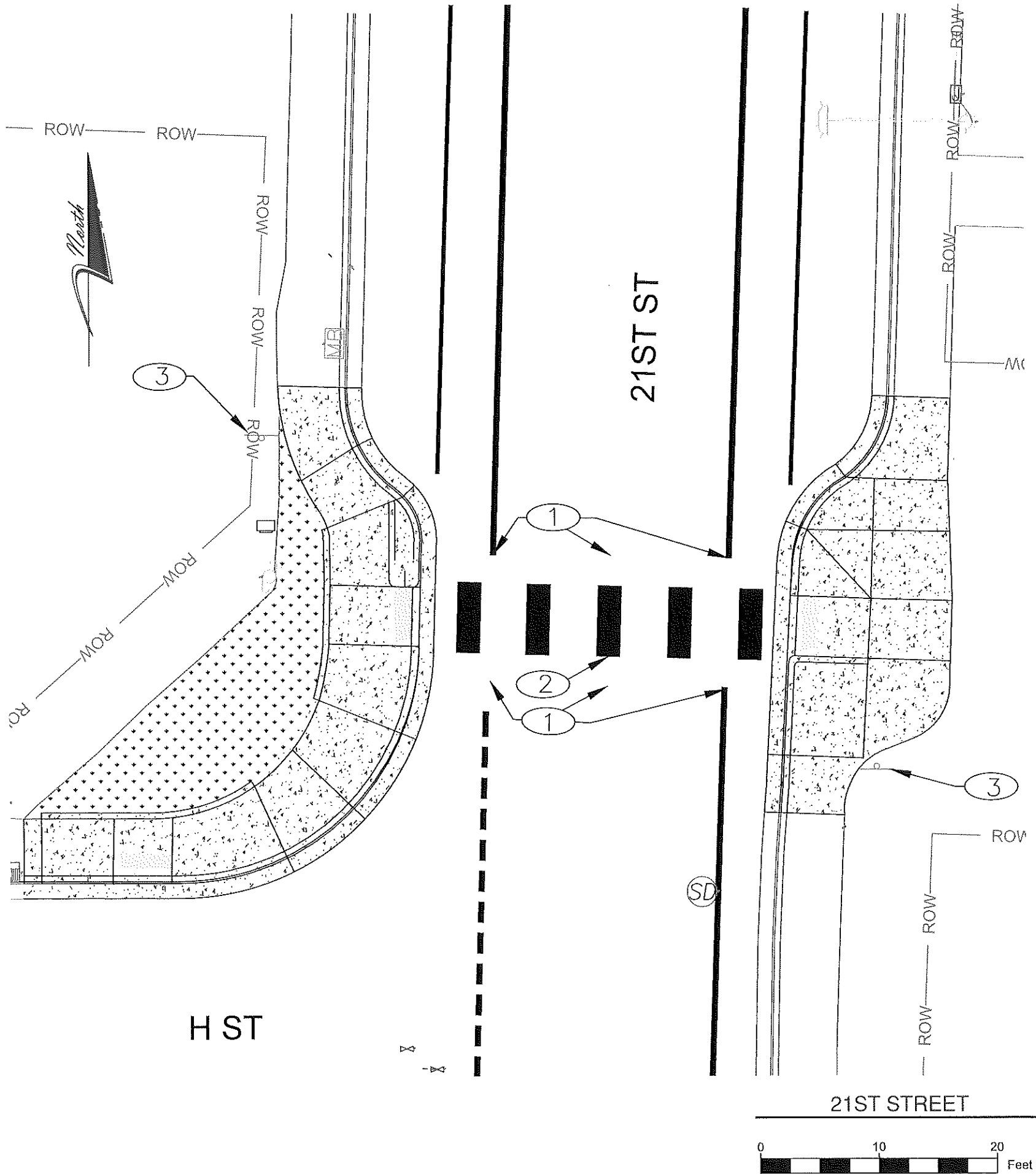
EXP DATE: 3/1/2020

ELECTRICAL PLAN

SCALE 1:10

DRAWN BY: R. WARNER
 DESIGNED BY: H. MADLAND
 CHECKED BY: J. PASCHALL

SHEET
F7
 OF
31



- STRIPING NOTES:**
- ① REMOVE EXISTING STRIPING TO 10' FROM WHERE CROSSWALK STRIPING WILL BE INSTALLED
 - ② INSTALL 2'X6' TYPE "B-HS" WHITE THERMOPLASTIC STRIPING. SEE ODOT STD DWG TM503 (CW-SC) AND TM 530 (STAGGERED CONTINENTAL LAYOUT)
 - ③ INSTALL SIGN SUPPORT. SEE STD DWG 5-18. REMOVE AND REPLACE SIGN ASSEMBLY

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EXP DATE: 3/1/2021

PAVEMENT MARKINGS

SCALE 1:10	SHEET F8 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	

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 THE CORRECT LOCATIONS.

**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

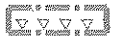
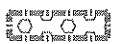
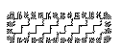
City of Springfield
 PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-3733 FAX (541) 726-3889
 INTERNET www.springfield-or.gov

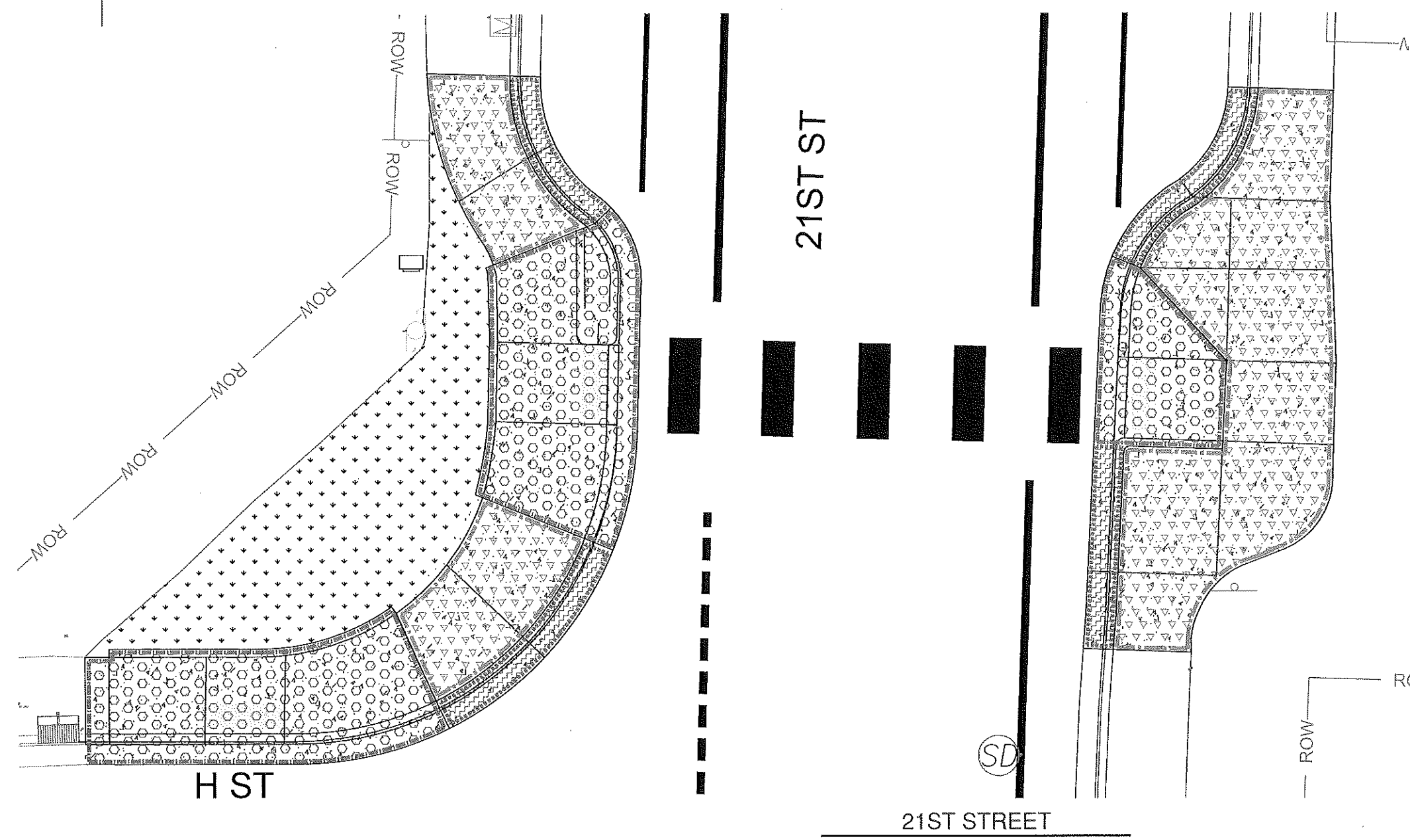


EXP. DATE: 12-31-2020

PAY LIMITS

SCALE 1:10	SHEET F8a OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

-  4-INCH CONCRETE SIDEWALK/TRANSITION PANEL PAY LIMIT BOUNDARY
-  CONCRETE ADA RAMP PAY LIMIT BOUNDARY (TRUNCATED DOMES ARE INCIDENTAL)
-  CONCRETE CURB AND GUTTER PAY LIMIT BOUNDARY



No.	Revision/Issue	Date

NOTE:

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DO NOT
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 811 or (1-800-332-2344)

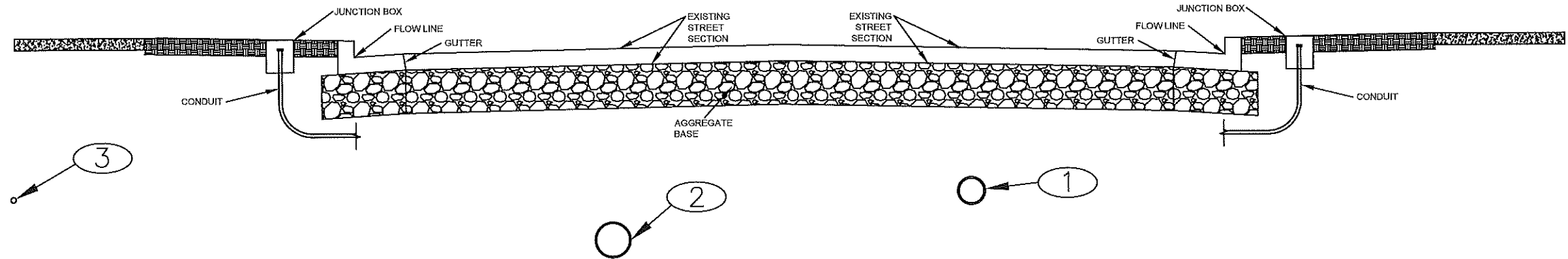
THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR DETERMINING UTILITY LOCATIONS PRIOR TO
 BEGINNING OF CONSTRUCTION.
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***NOTE:**

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ROADWAY AND UTILITIES BY BORING ACTIVITIES. REPAIRS ASSOCIATED TO DAMAGE CAUSED BY BORING ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

NOTIFY ENGINEER OF PROPOSED DIRECTIONAL BORING PATH PRIOR TO PUSH. MINIMUM DEPTH FOR CONDUIT IS 2'

PIPE LOCATIONS AND SIZES ARE APPROXIMATE. PIPE SIZES ARE THE OUTER DIAMETER



EXISTING UTILITIES:	
①	9.05" PVC STORM/SEWER LINE. TOP OF PIPE APPROXIMATELY 30" BELOW SURFACE
②	13.2" DUCTILE IRON WATER LINE. TOP OF PIPE APPROXIMATELY 4' BELOW SURFACE
③	2" POLY-MAIN GAS LINE INSTALLED AT MINIMUM DEPTH OF 36" BELOW SURFACE. MAINTAIN MINIMUM CLEARANCE OF 1' BETWEEN CONDUIT AND GAS LINE

NOTE: ALL UTILITIES TO BE POTHOLED BY CONTRACTOR PRIOR TO BORING TO VERIFY LOCATIONS AND ELEVATIONS.

21ST STREET

**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

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EXP. DATE: 12-31-2020

BORING DETAILS

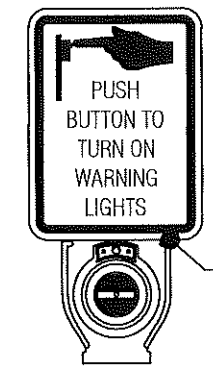
NO SCALE	SHEET F9 OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

No.	Revision/Issue	Date

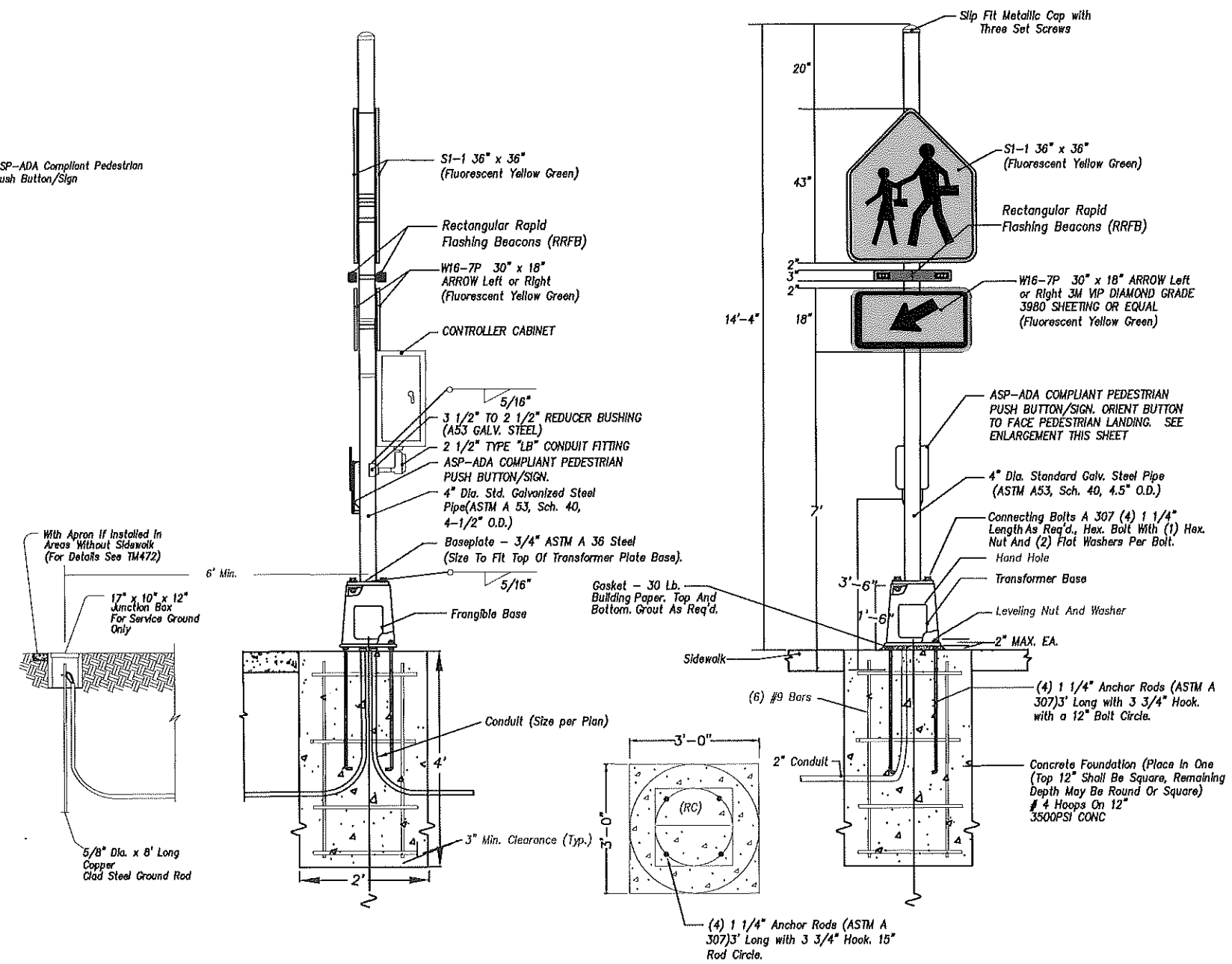
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ASP-ADA Compliant Pedestrian Push Button/Sign



WEST SIDE PEDESTRIAN POLE AND RRFB PUSH BUTTON ELEVATION

Project P21161 G ST, 21st ST, AND 5th ST CROSSINGS

City of Springfield
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 225 FIFTH STREET, SPRINGFIELD, OR 97477
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EXP DATE: 3/28/21

RRFB DETAIL

NOT TO SCALE	SHEET F10 OF 31
DRAWN BY: R. WARNER	CHECKED BY: B. BARNETT
DESIGNED BY: H. MADLAND	

No.	Revision/Issue	Date

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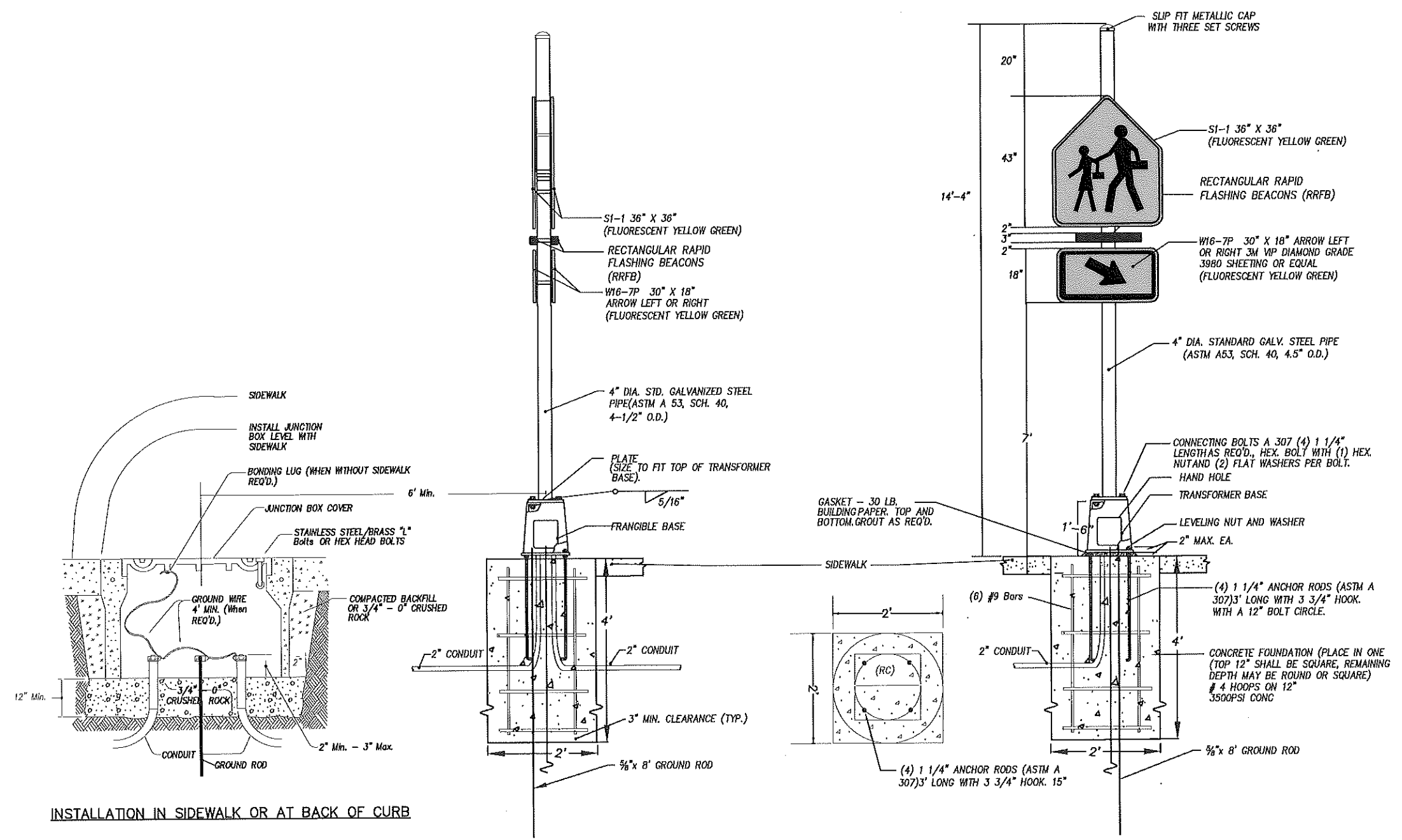
**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

City of Springfield
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 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-5753 FAX (541) 726-3889
 INTERNET www.springfield-or.gov

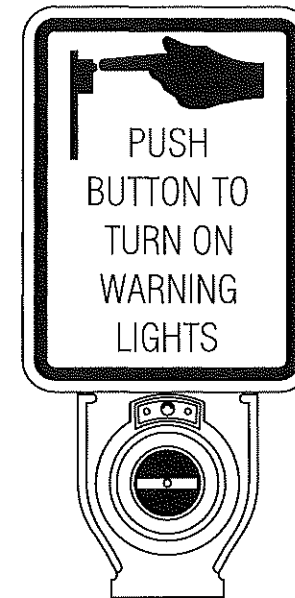
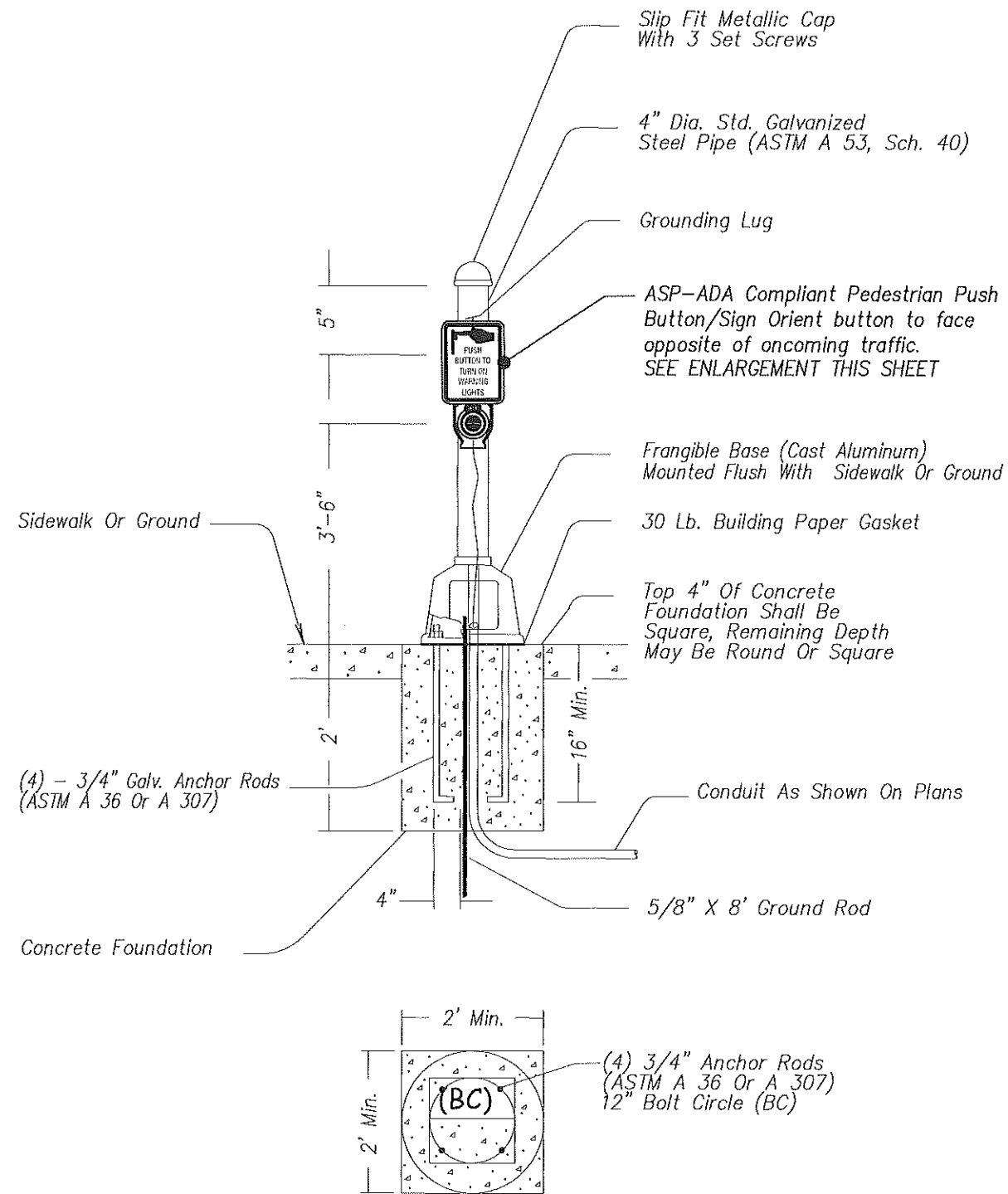


EXP DATE: 3/1/2021

RRFB DETAIL
 NOT TO SCALE
 DRAWN BY: R. WARNER
 DESIGNED BY: H. MADLAND
 CHECKED BY: B. BARNETT
 SHEET **F11**
 OF **31**



EAST SIDE PEDESTRIAN POLE AND RRFB PUSH BUTTON ELEVATION



EAST SIDE PEDESTRIAN PUSH BUTTON POST

No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

City of Springfield

PUBLIC WORKS / ENGINEERING
 226 FIFTH STREET, SPRINGFIELD, OR 97477
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 INTERNET www.springfield-or.gov



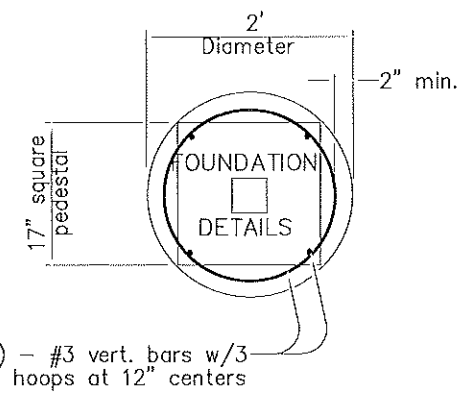
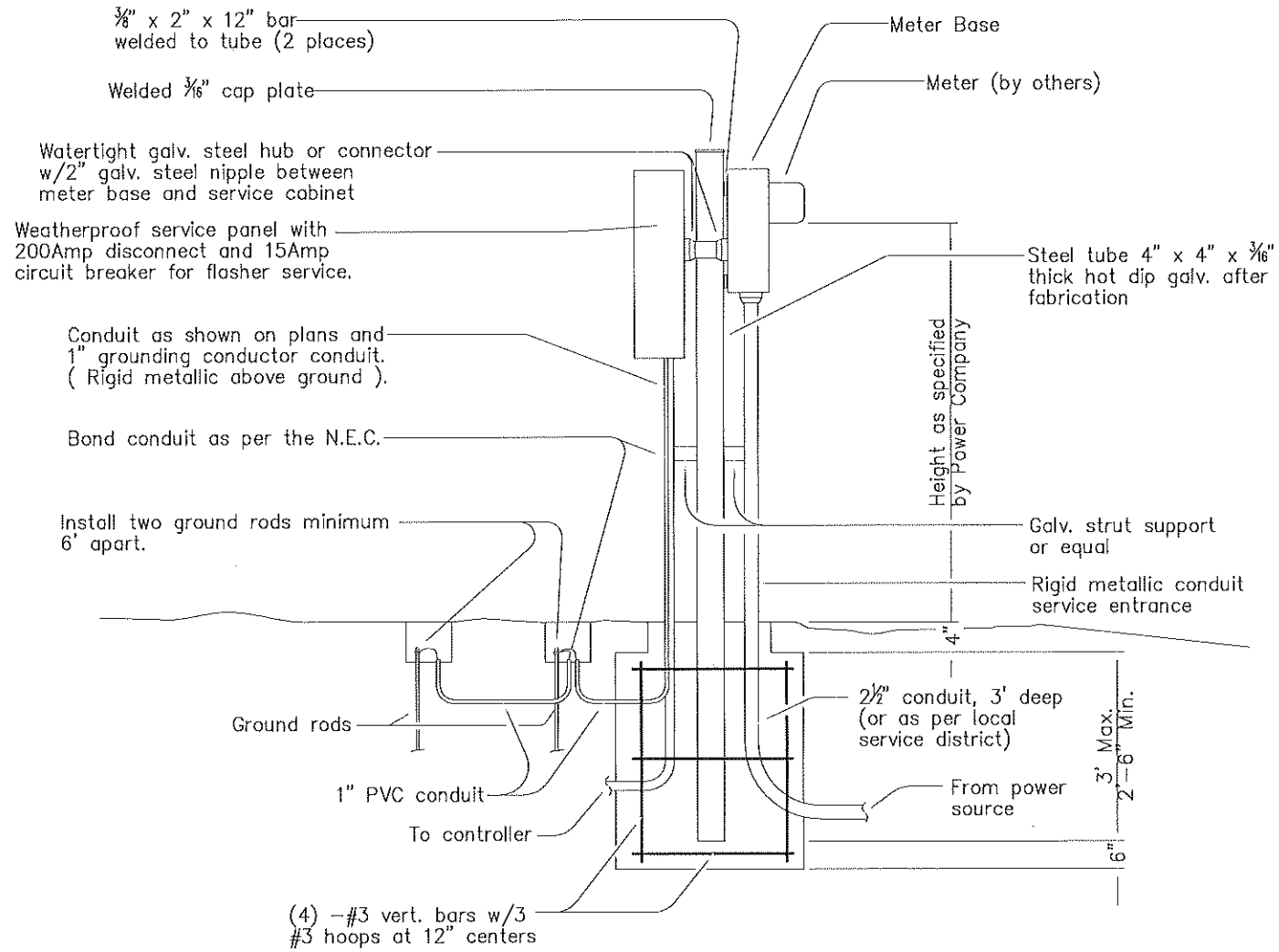
EXP DATE: 3/1/2021

RRFB DETAIL

NOT TO SCALE

DRAWN BY: R. WARNER
 DESIGNED BY: H. MADLAND
 CHECKED BY: B. BARNETT

**SHEET
 F12
 OF
 31**



SERVICE PANEL/METER BASE


No.	Revision/Issue	Date

NOTE:

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

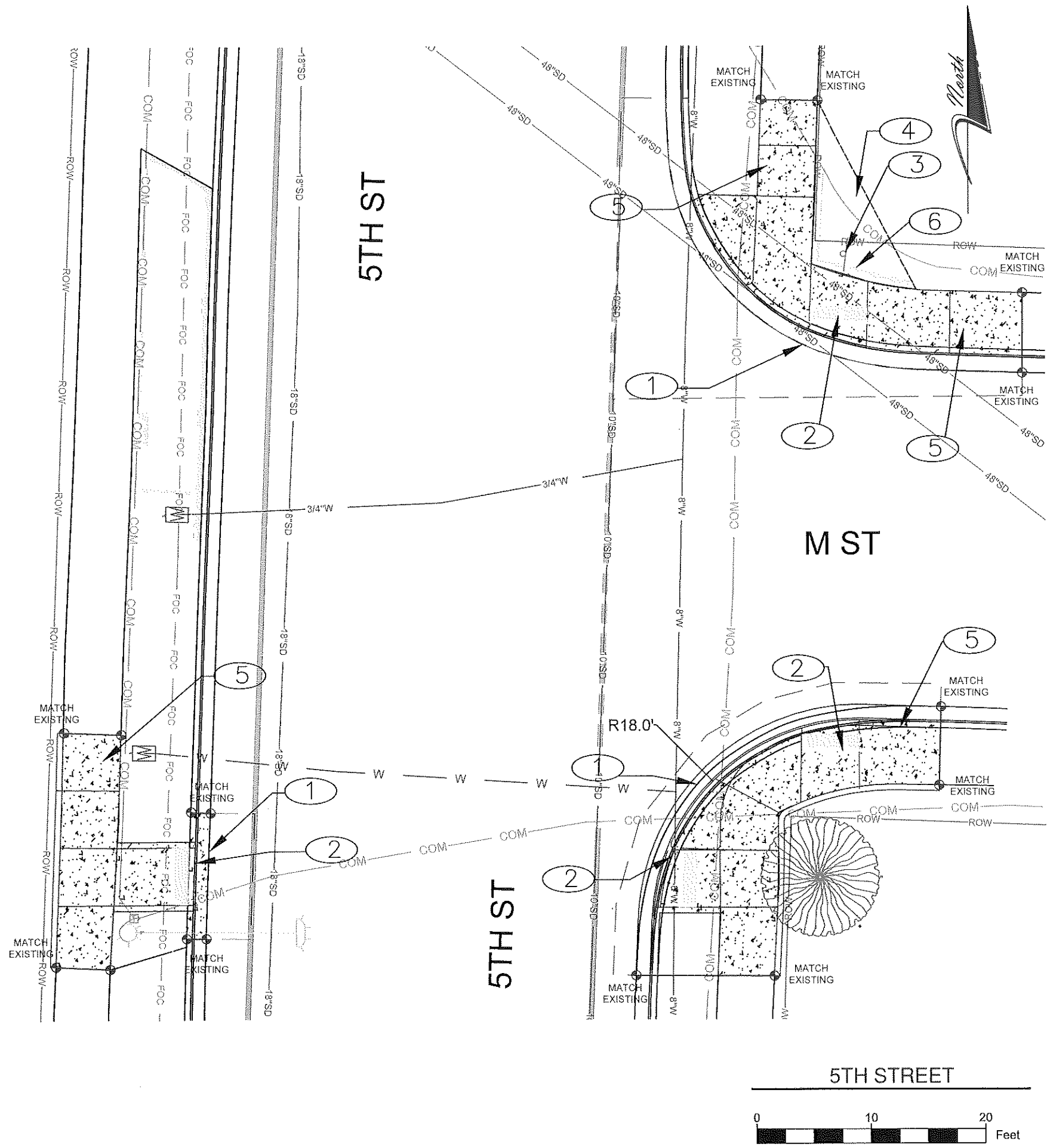
City of Springfield
 PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 728-3753 FAX (541) 728-3689
 INTERNET www.springfield-or.gov




EXP DATE: 310821

RRFB DETAIL

NOT TO SCALE	SHEET F13 OF 31
DRAWN BY: R. WARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: B. BARNETT	



- CONSTRUCTION NOTES:**
- ① REMOVE AND REPLACE CURB AND GUTTER. REFER TO STD. DWG 3-8
 - ② CONSTRUCT ADA RAMP WITH MAX SLOPE OF 7.5%, MAX CROSS SLOPE OF 1.5%, AND 2'X5' TRUNCATED DOME IN LANDING
 - ③ CONSTRUCT SIGN POLE BASE DETAIL 5-18. REINSTALL PREVIOUS SIGN POLE AND SIGN
 - ④ RESTORE LANDSCAPING
 - ⑤ REMOVE AND REPLACE SIDEWALK SEE STD DWG 3-12.
 - ⑥ REMOVE AND DISPOSE OF RAILROAD TIES

No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

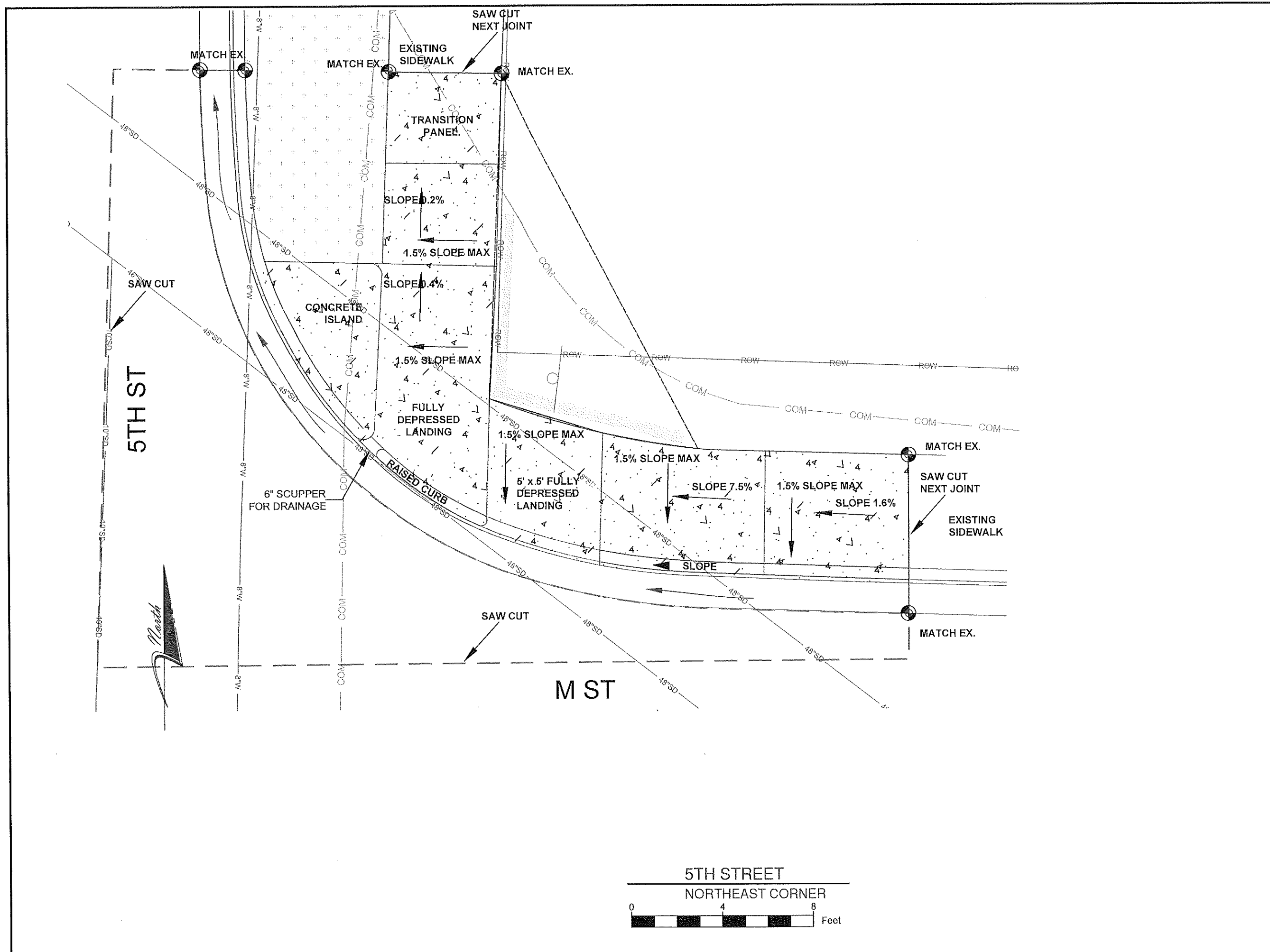
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 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-3753 FAX (541) 726-3689
 INTERNET www.springfield-or.gov




EXP. DATE: 12-31-2020

CONSTRUCTION PLAN

SCALE 1:10	SHEET F14 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	



No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

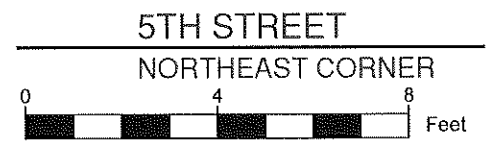
City of Springfield
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 228 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-5789 FAX (541) 726-8689
 INTERNET: www.springfield-or.gov

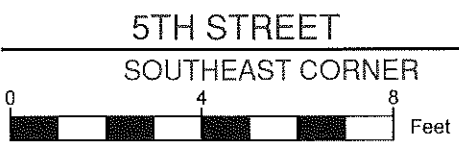
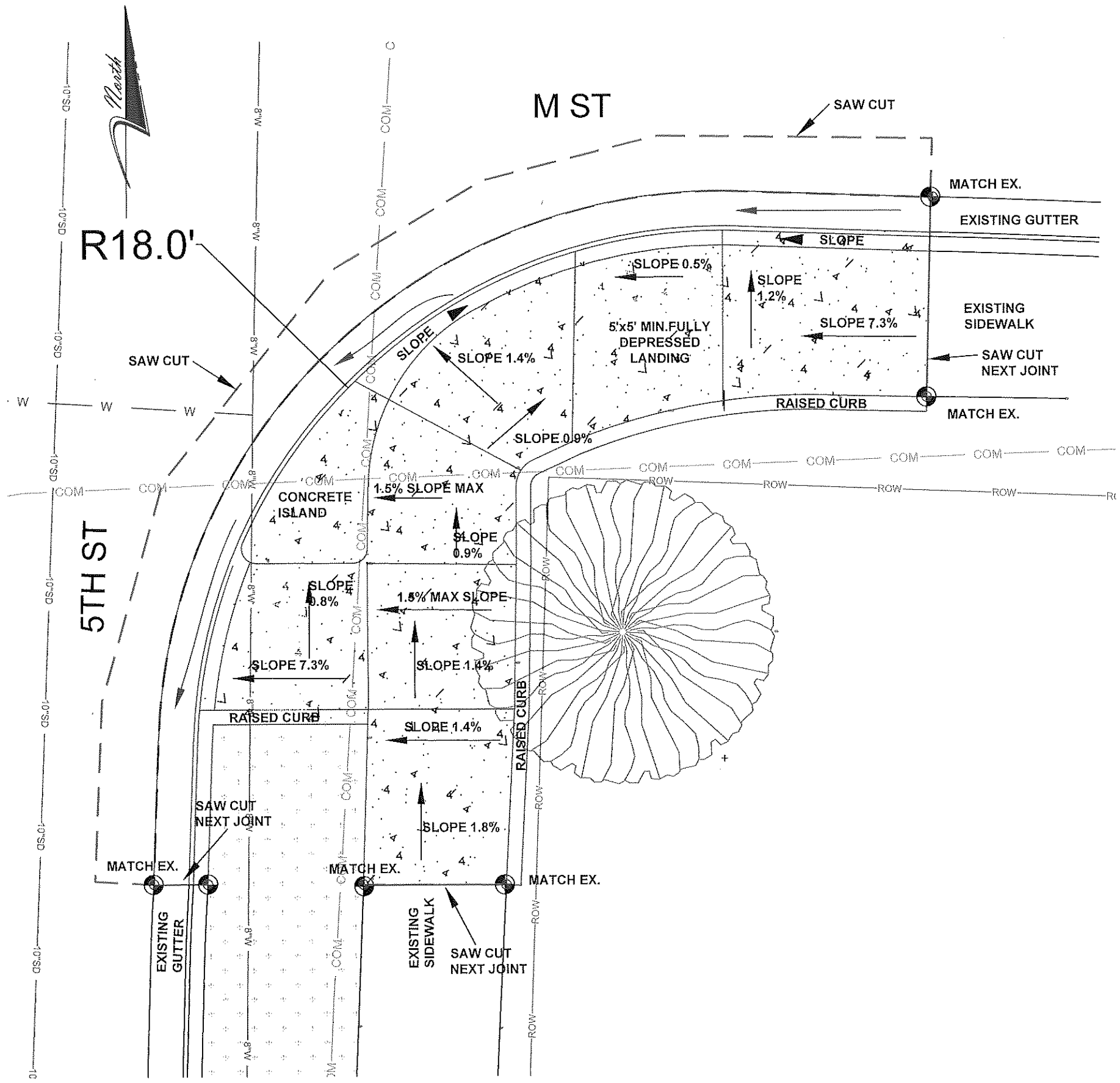


EXP. DATE: 12-31-2020

RAMP DETAILS

SCALE 1:4
 SHEET F15 OF 31
 DRAWN BY: R. WARNER
 DESIGNED BY: H. MADLAND
 CHECKED BY: J. PASCHALL





No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

City of Springfield

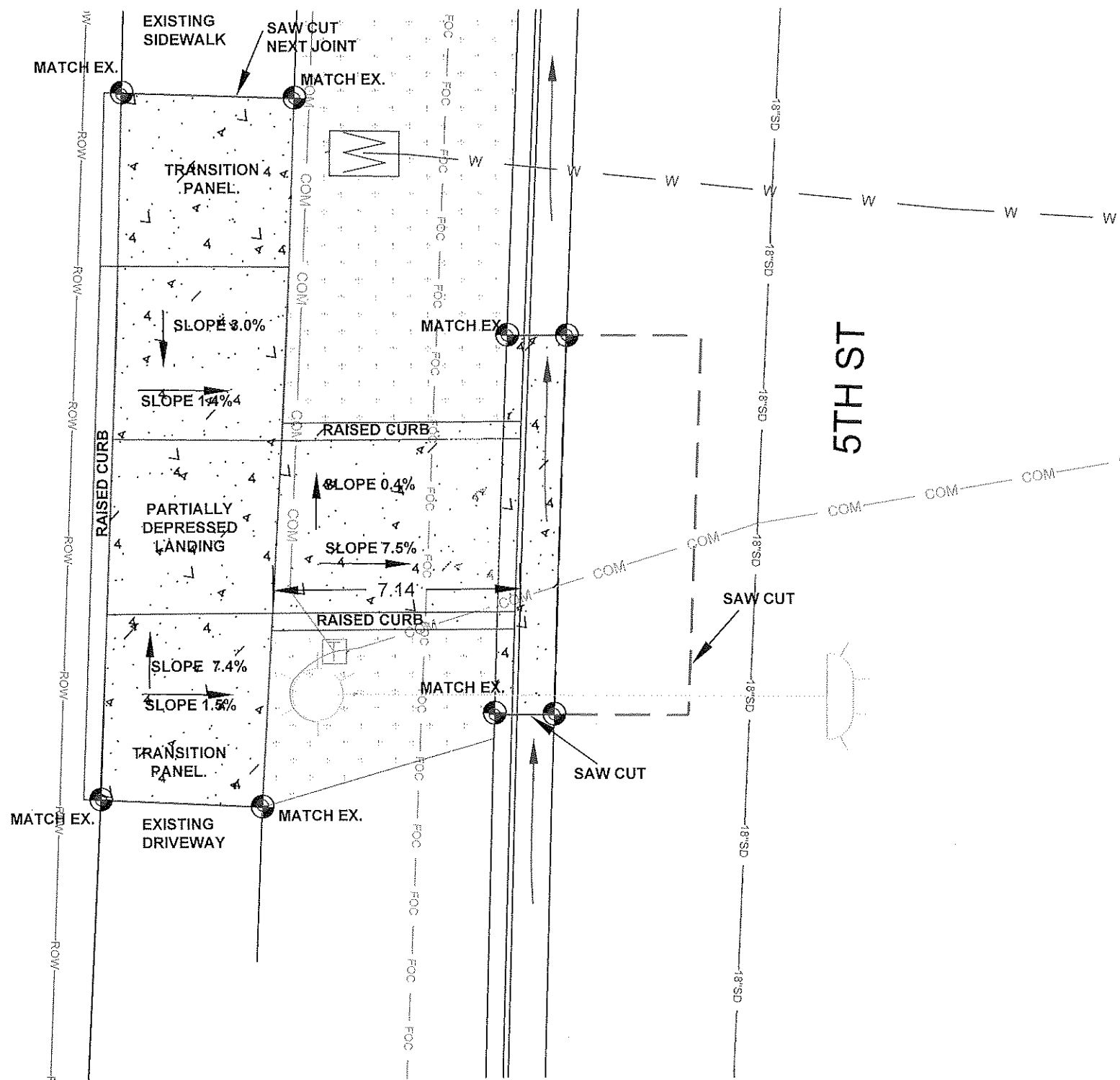
SPRINGFIELD OREGON
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 205 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 725-3763 FAX (541) 725-3689
 INTERNET www.springfield-or.gov



EXP. DATE: 12-31-2020

RAMP DETAILS

SCALE 1:4	SHEET F16 OF 31
DRAWN BY: R. WARNER	CHECKED BY: J. PASCHALL
DESIGNED BY: H. MADLAND	



No.	Revision/Issue	Date

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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

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 226 FIFTH STREET, SPRINGFIELD, OR 97077
 PHONE (541) 725-3753 FAX (541) 725-8888
 INTERNET www.springfield-or.gov




EXP. DATE: 12-31-2020

RAMP DETAILS

SCALE 1:4
 SHEET F17 OF 31
 DRAWN BY: R. YARNER
 DESIGNED BY: H. MADLAND
 CHECKED BY: J. PASCHALL

No.	Revision/Issue	Date

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 228 FIFTH STREET, SPRINGFIELD, OR 97177
 PHONE (541) 726-1753 FAX (541) 726-8689
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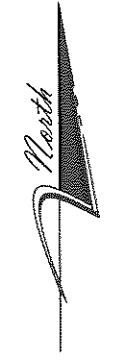
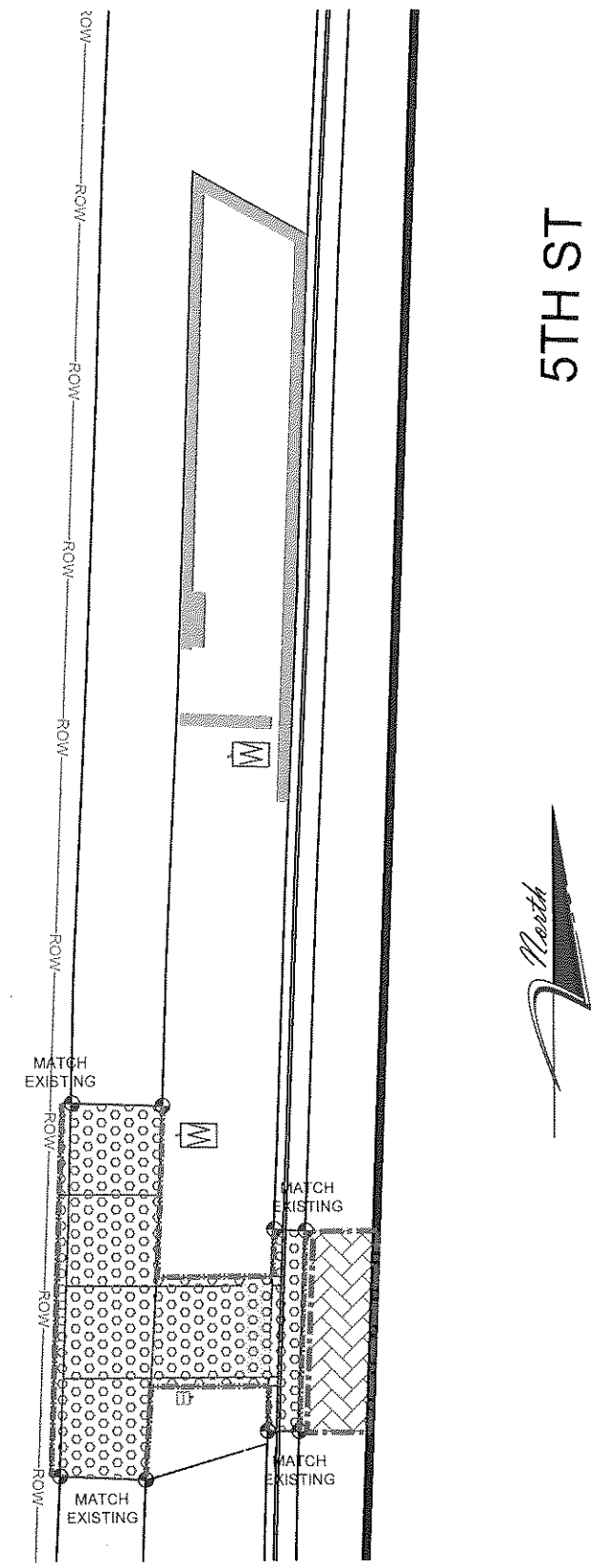


EXP. DATE: 12-31-2020

PAY LIMITS

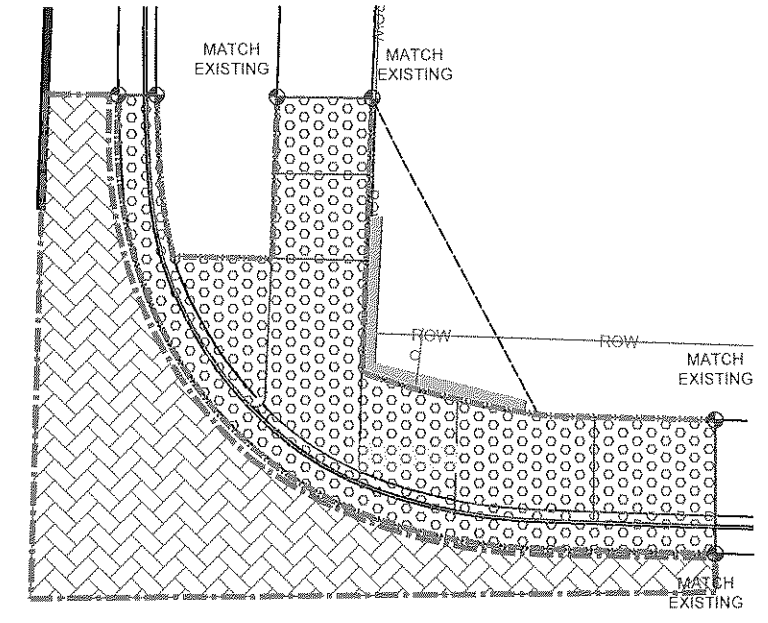
SCALE 1:10	SHEET F17a
DRAWN BY: R. WARNER	OF 31
DESIGNED BY: H. MADLAND	
CHECKED BY: J. PASCHALL	

CONCRETE ADA RAMP PAY LIMIT BOUNDARY
 (TRUNCATED DOMES ARE INCIDENTAL)
 ASPHALT CONCRETE PAVEMENT PAY LIMIT BOUNDARY

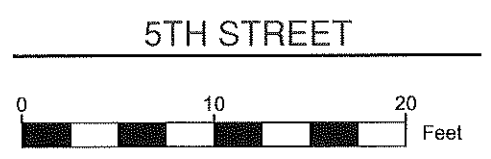
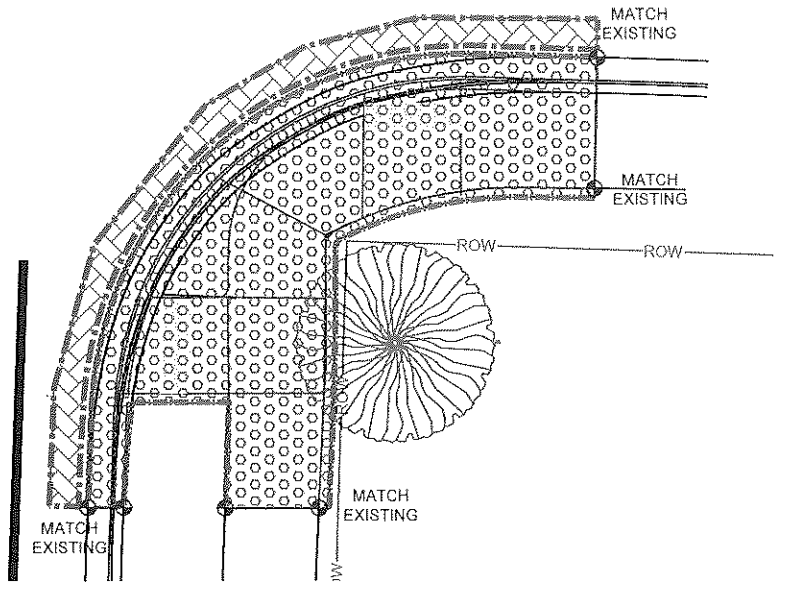


5TH ST

5TH ST



M ST

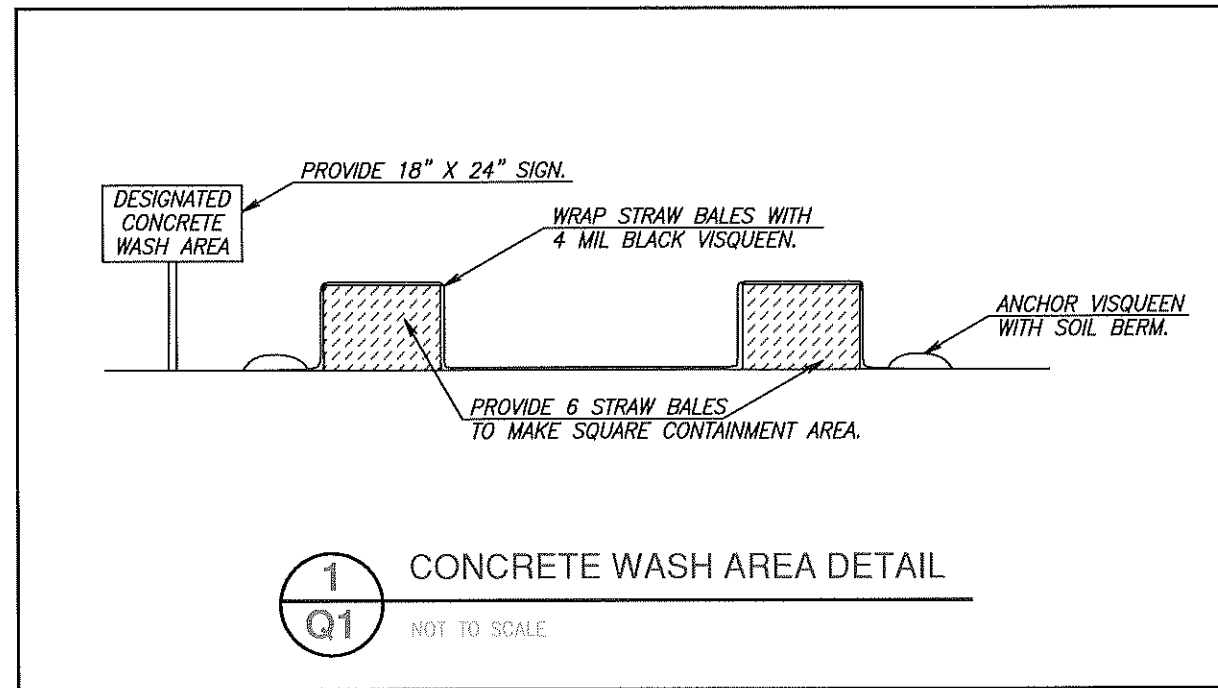


NOTES:

1. PLACE INLET/CATCH BASIN PROTECTION AT EXISTING FIXTURES (SEE DETAILS ON SHEET Q2.)

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:

- A. 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.).
- B. 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.
- C. An inspection of the erosion control measures by City LDAP staff is required prior to any ground disturbance on the site.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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).
- I. 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.
- J. 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.).
- K. 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.
- L. 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.
- M. 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.
- N. 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
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. Where straw mulch for temporary erosion control is required, it shall be applied at a minimum thickness of two to three inches.
- T. 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).

No.	Revision/Issue	Date

NOTE:

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Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS

City of Springfield

PUBLIC WORKS / ENGINEERING
225 FIFTH STREET, SPRINGFIELD, OR 97477
PHONE (541) 726-3753 FAX (541) 726-3669
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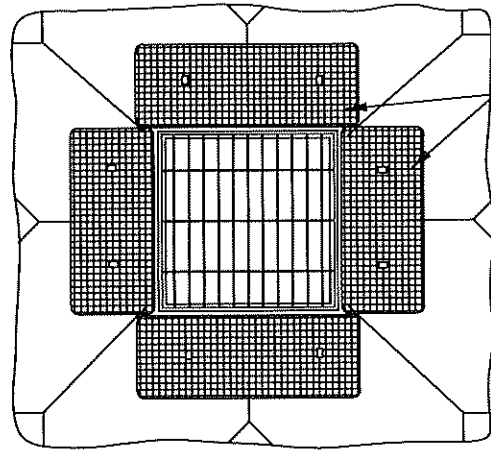
EXP. DATE: 12-31-2020

EROSION & SEDIMENT CONTROL NOTES

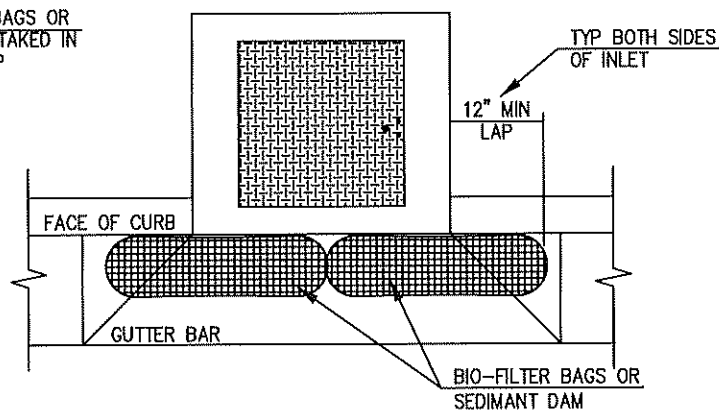
NOT TO SCALE

DRAWN BY: H. MADLAND
DESIGNED BY: J. PASCHALL
CHECKED BY: J. PASCHALL

SHEET
Q1
OF
31



BIO-FILTER BAGS OR SANDBAGS STAKED IN PLACE - TYP



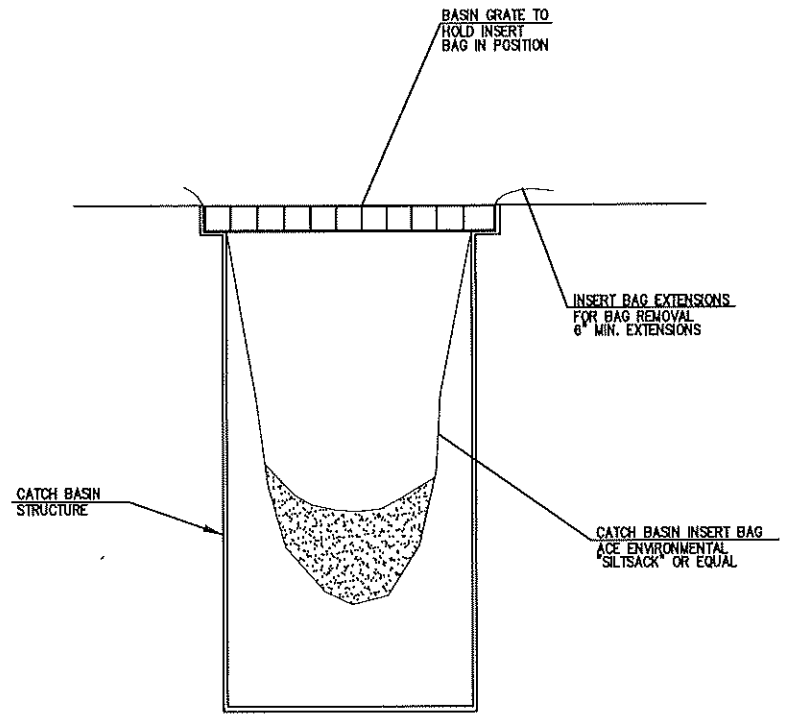
NOTES

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
Q2

DRAINAGE INLET STRUCTURE PROTECTION

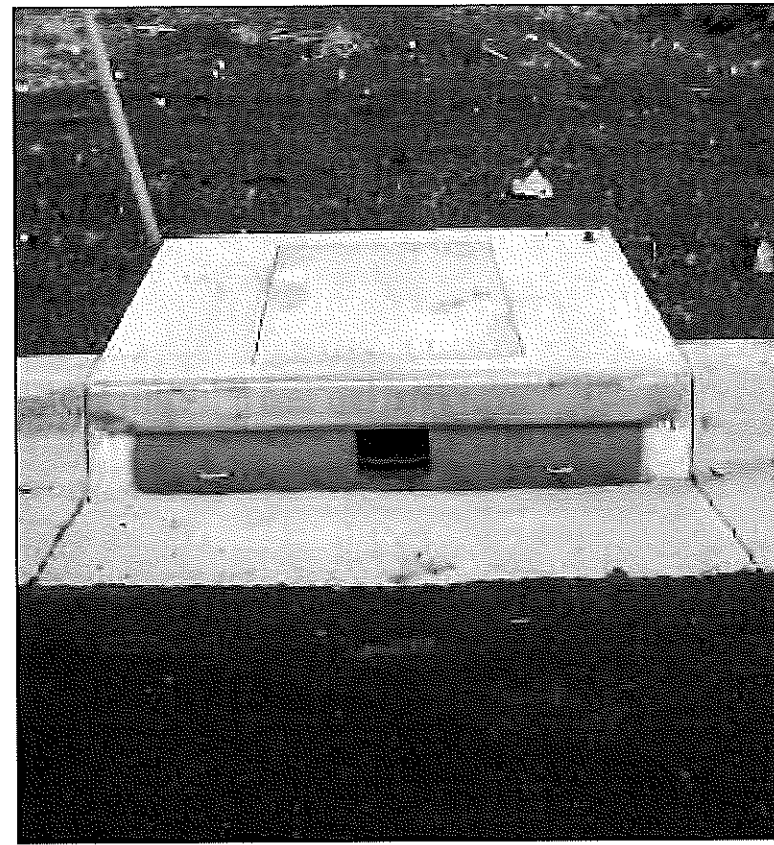
NOT TO SCALE



2
Q2

CATCH BASIN INSERT BAG

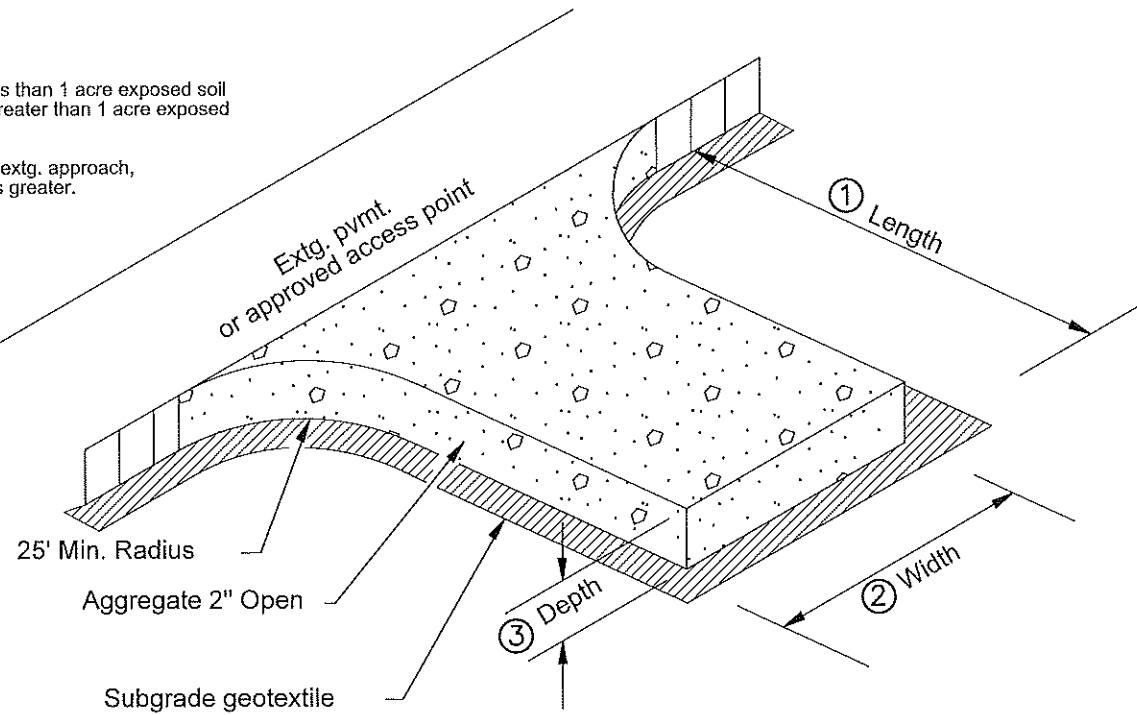
NOT TO SCALE



INLET PROTECTION

Notes:

- ① Length:
50' min. - for less than 1 acre exposed soil
100' min. - for greater than 1 acre exposed soil
- ② Width:
20' - or width of extg. approach, whichever is greater.
- ③ Depth: 8" min



3
Q2

CONSTRUCTION ENTRANCE

NOT TO SCALE

No.	Revision/Issue	Date

NOTE:

UTILITY LOCATIONS ARE APPROXIMATE
DO NOT
SCALE OR LOCATE UTILITY LINES OR MAINS
FROM THESE DRAWINGS
CALL FOR UTILITY LOCATES
811 or (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.

**Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS**

City of Springfield

PUBLIC WORKS / ENGINEERING
225 FIFTH STREET, SPRINGFIELD, OR 97477
PHONE (541) 726-3753 FAX (541) 726-3899
INTERNET www.springfield-or.gov



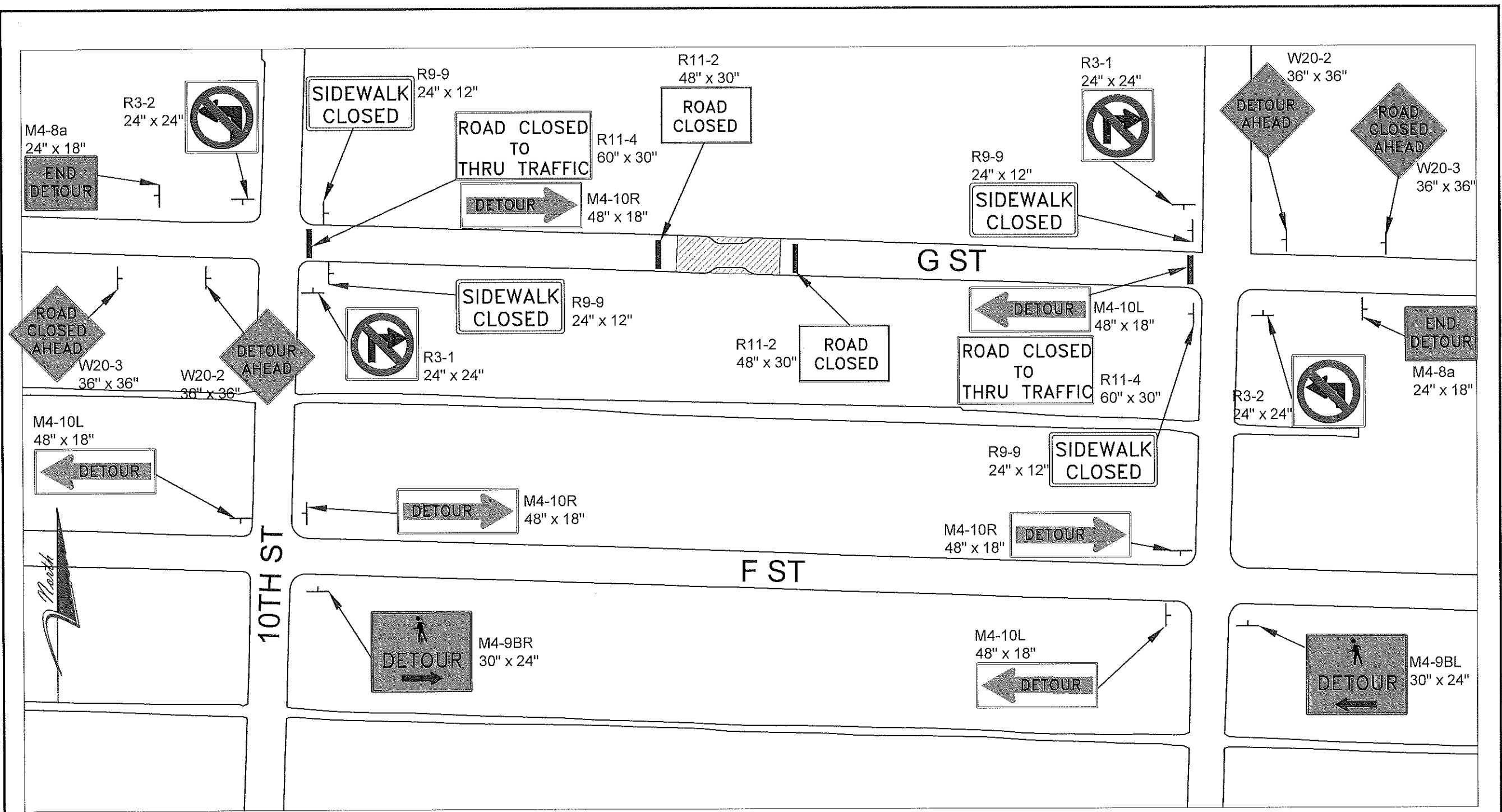
EXP. DATE: 12-31-2020

EROSION & SEDIMENT CONTROL DETAILS

NOT TO SCALE	SHEET Q2 OF 31
DRAWN BY: H. MADLAND	
DESIGNED BY: J. PASCHALL	
CHECKED BY: J. PASCHALL	

No.	Revision/Issue	Date

NOTE:
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ALL CONE AND SIGN SIZE AND SPACING ARE IN ACCORDANCE WITH MUTCD

LEGEND

- SIGN
- TYPE III BARRICADE
- WORK AREA

**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

City of Springfield
PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-5733 FAX (541) 726-3689
 INTERNET www.springfield-or.gov

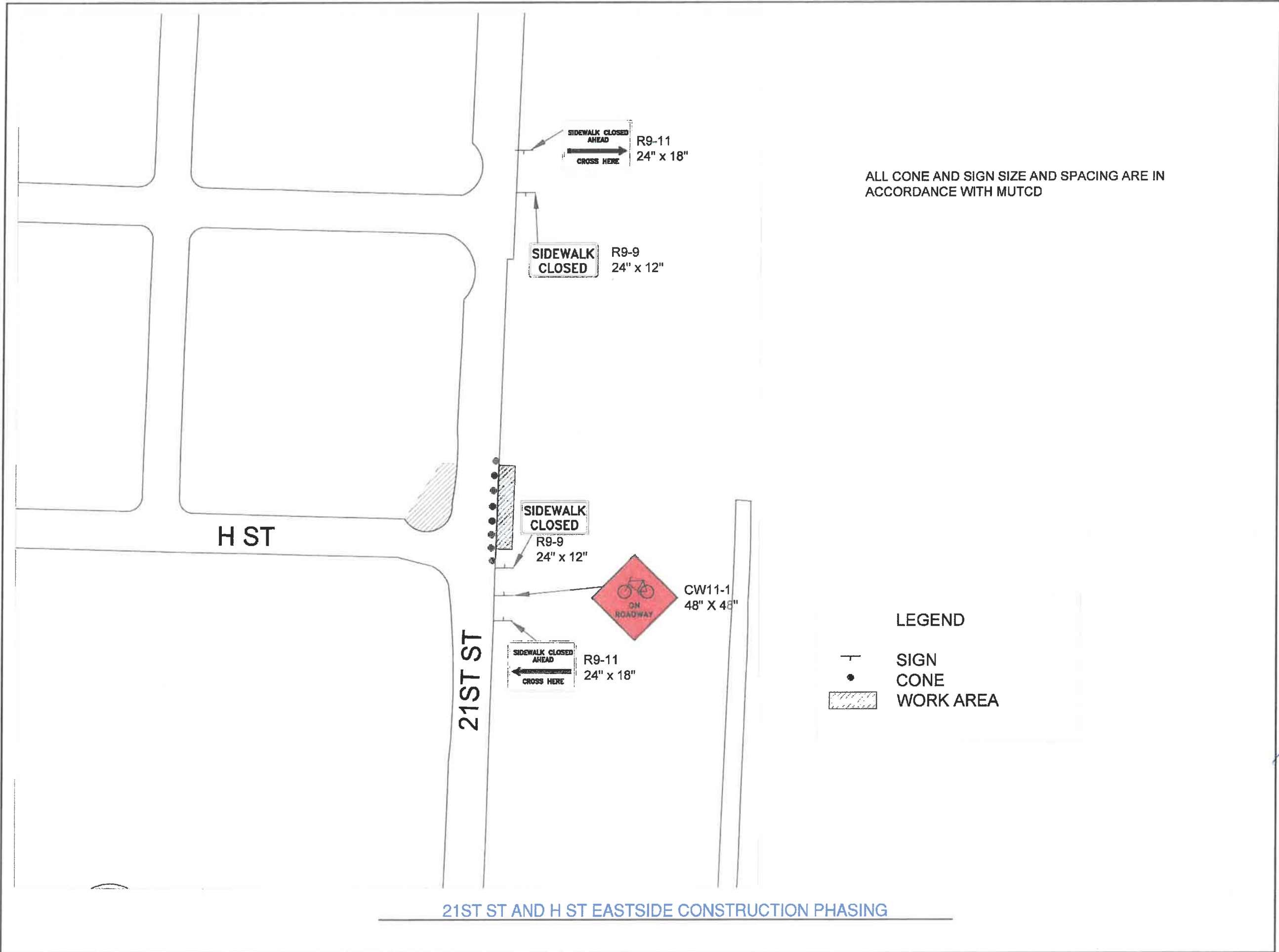


EXP DATE: *April 21*

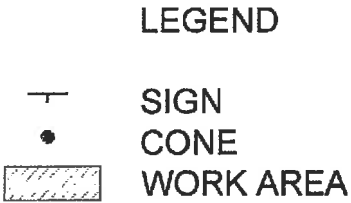
TRAFFIC CONTROL

NOT TO SCALE	SHEET T1 OF 31
DRAWN BY: B. JABUSCH	
DESIGNED BY: H. MADLAND	
CHECKED BY: B. BARNETT	

G ST CONSTRUCTION PHASING



ALL CONE AND SIGN SIZE AND SPACING ARE IN ACCORDANCE WITH MUTCD



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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

City of Springfield
 PUBLIC WORKS / ENGINEERING
 226 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-3763 FAX (541) 726-3689
 INTERNET www.springfield-or.gov



EXP DATE: 12/31/21

TRAFFIC CONTROL

NOT TO SCALE
 DRAWN BY: B. JABUSCH
 DESIGNED BY: H. MADLAND
 CHECKED BY: B. BARNETT

SHEET
T2
 OF
31

21ST ST AND H ST EASTSIDE CONSTRUCTION PHASING

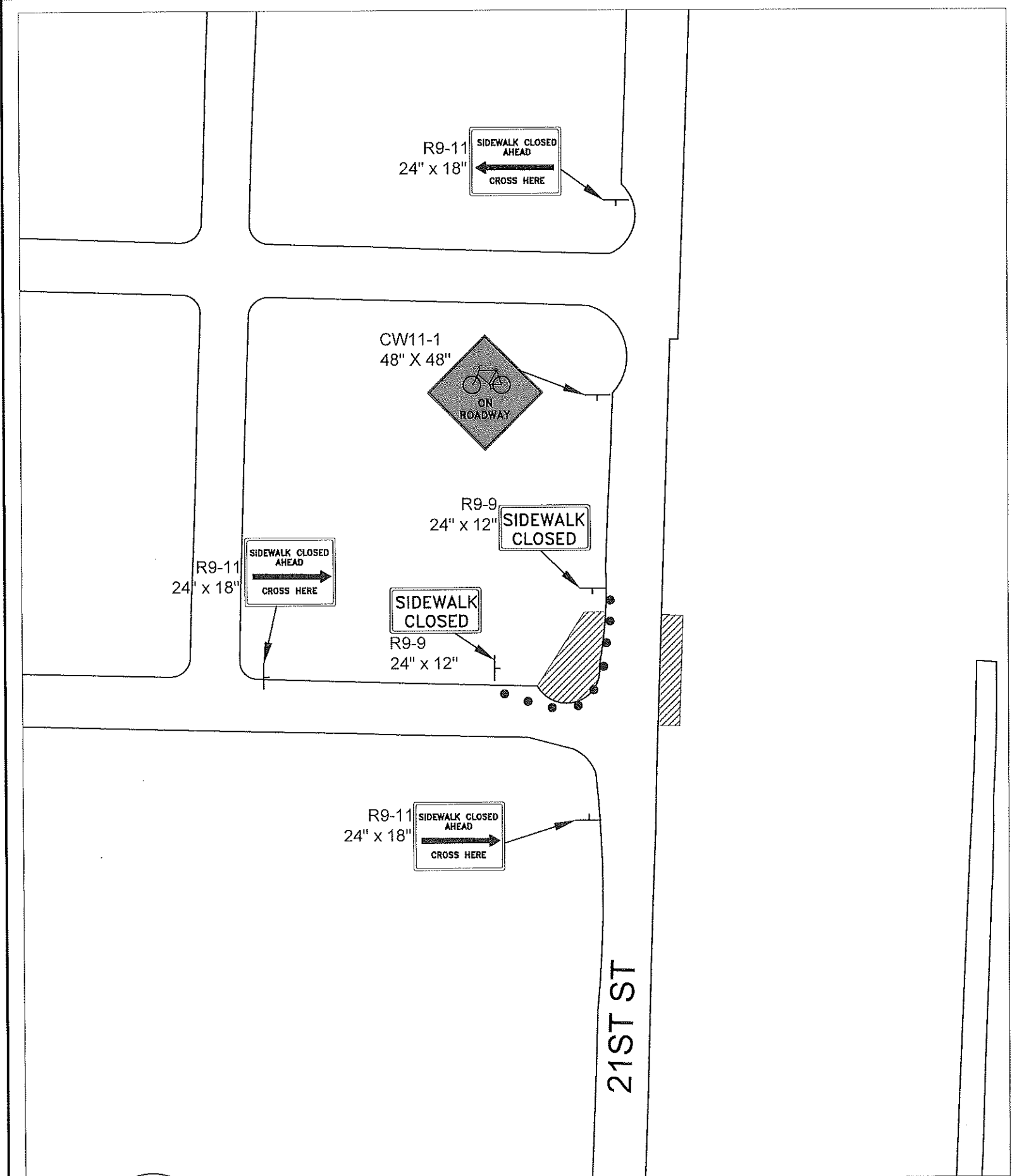
No.	Revision/Issue	Date

NOTE:




UTILITY LOCATIONS ARE APPROXIMATE
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ALL CONE AND SIGN SIZE AND SPACING ARE IN
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LEGEND

-  SIGN
-  CONE
-  WORK AREA

Project P21161
G ST, 21st ST, AND 5th ST
CROSSINGS

City of Springfield
 PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 725-3765 FAX (541) 725-3959
 INTERNET www.springfield-or.gov

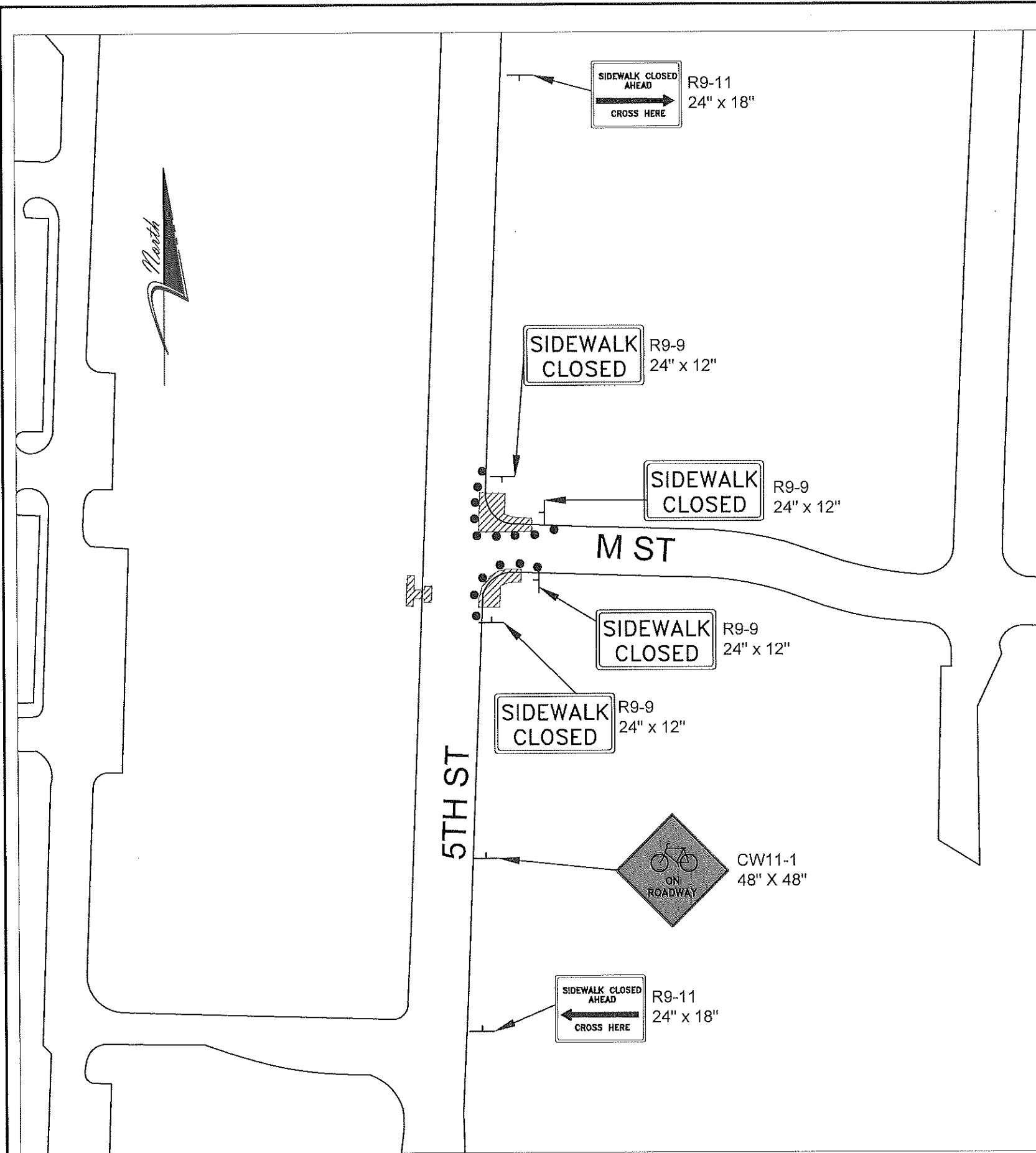



EXP DATE: *3/21/21*

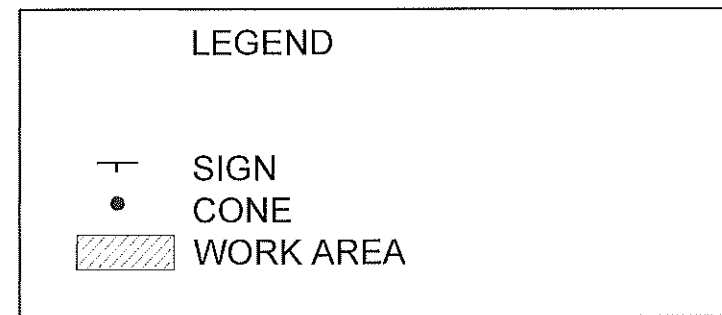
TRAFFIC CONTROL

NOT TO SCALE	SHEET T3 OF 31
DRAWN BY: B. JABUSCH	
DESIGNED BY: H. MADLAND	
CHECKED BY: B. BARNETT	

21ST ST AND H ST WESTSIDE CONSTRUCTION PHASING



ALL CONE AND SIGN SIZE AND SPACING ARE IN ACCORDANCE WITH MUTCD

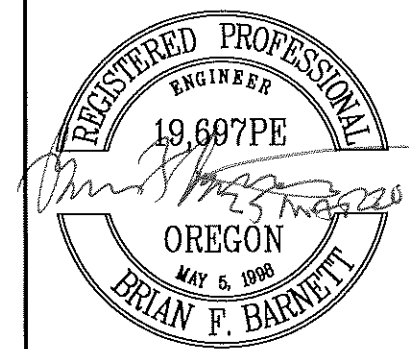


No.	Revision/Issue	Date

NOTE:
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 FROM THESE DRAWINGS
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 811 or (1-800-332-2344)
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**Project P21161
 G ST, 21st ST, AND 5th ST
 CROSSINGS**

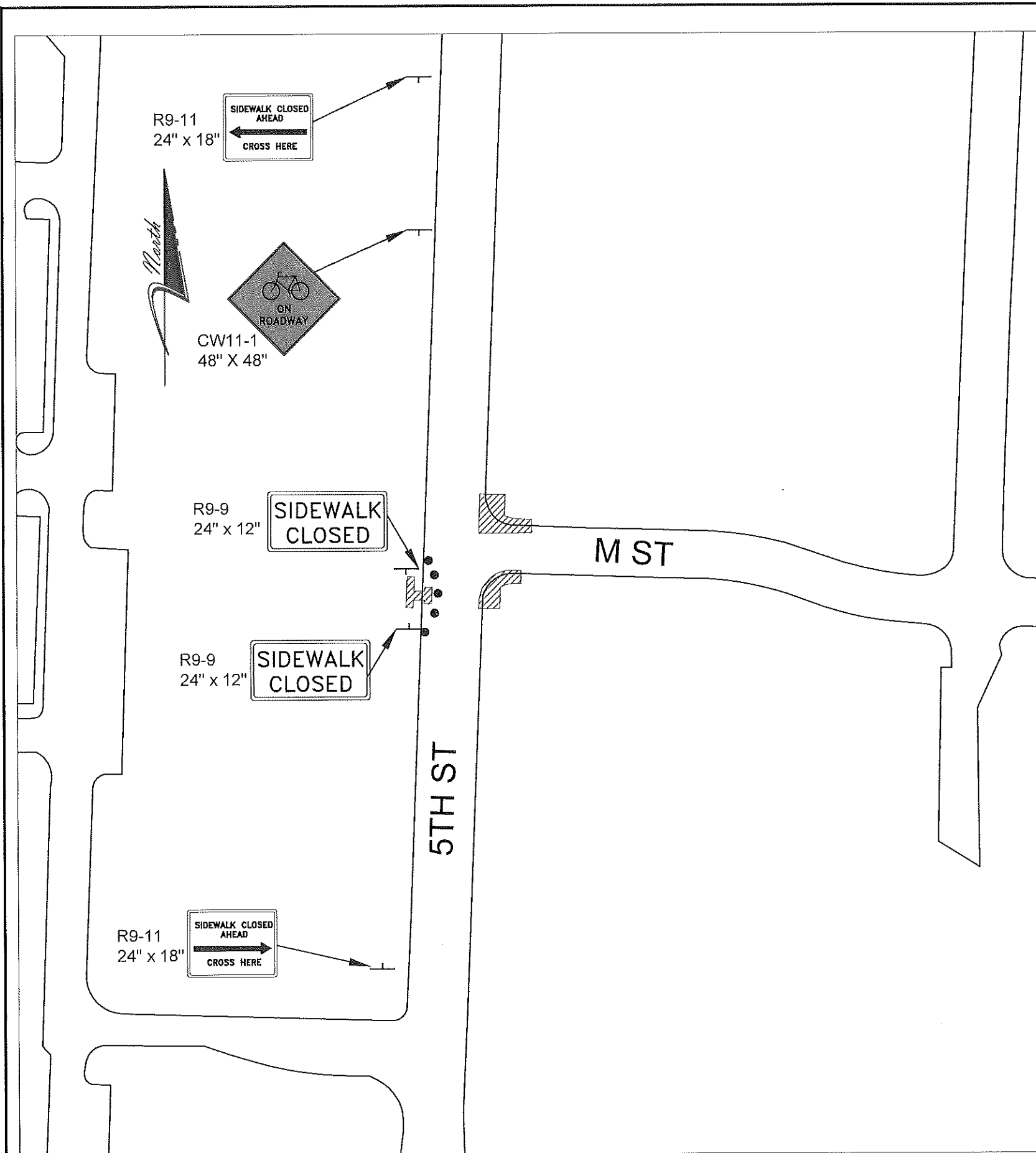
City of Springfield
 PUBLIC WORKS / ENGINEERING
 225 FIFTH STREET, SPRINGFIELD, OR 97477
 PHONE (541) 726-5735 FAX (541) 726-5888
 INTERNET www.springfield-or.gov



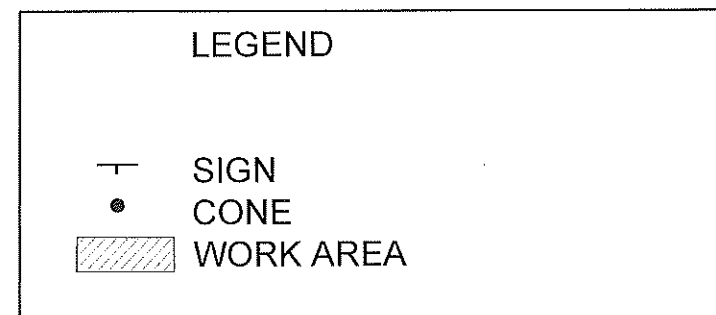
EXP DATE: 3/2021

TRAFFIC CONTROL

NOT TO SCALE	SHEET T4 OF 31
DRAWN BY: B. ARNER	
DESIGNED BY: H. MADLAND	
CHECKED BY: B. BARNETT	



ALL CONE AND SIGN SIZE AND SPACING ARE IN ACCORDANCE WITH MUTCD



5TH ST AND M ST WESTSIDE CLOSURE

No.	Revision/Issue	Date

NOTE:

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 811 or (1-800-332-2344)

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**Project P21161
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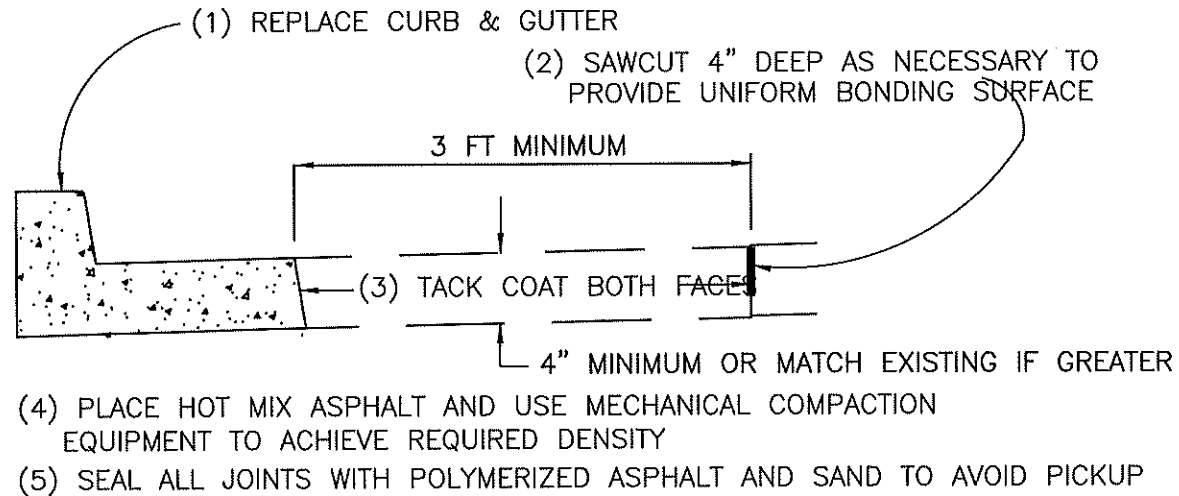
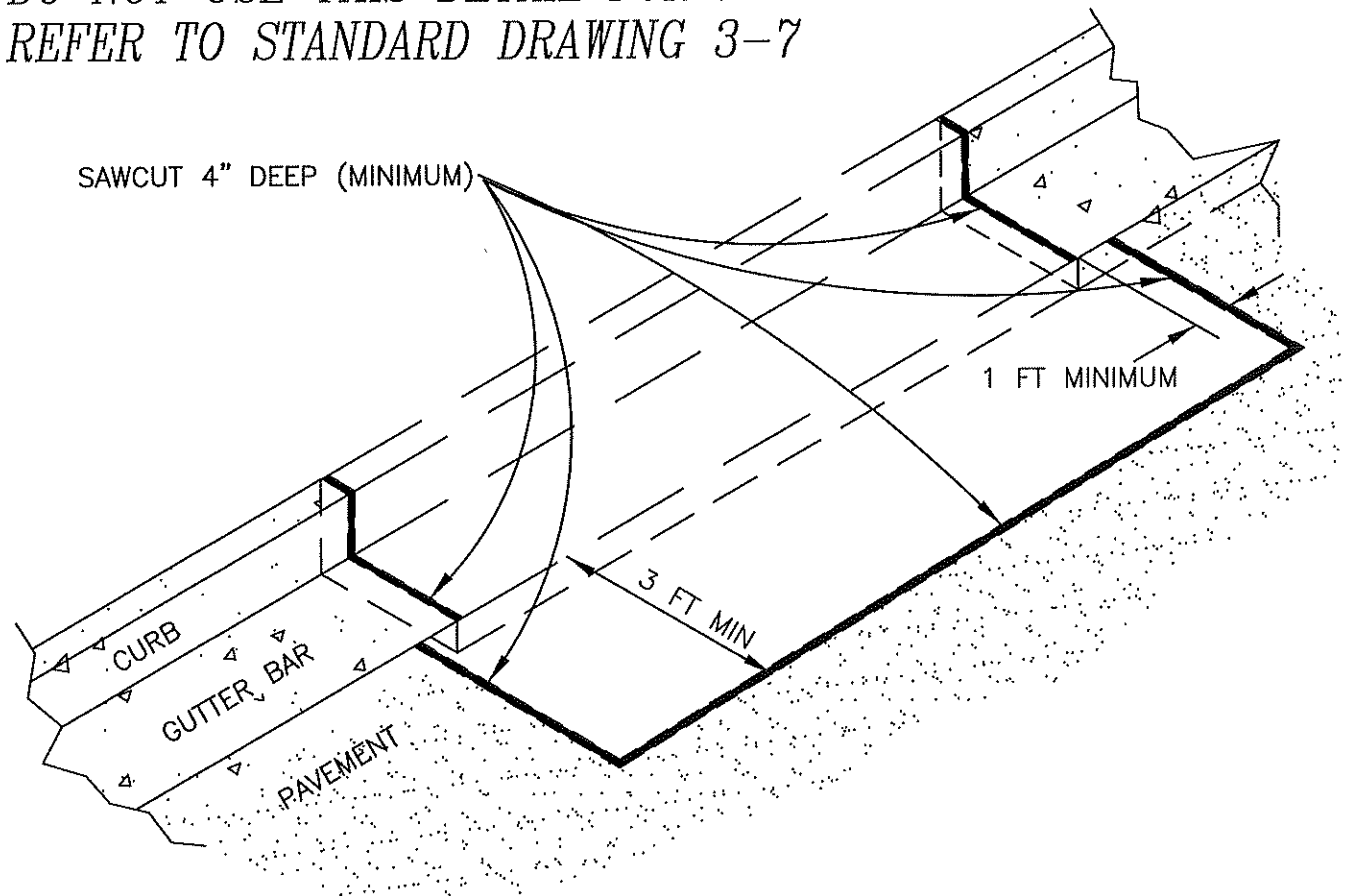



EXP DATE: 3/18/21

TRAFFIC CONTROL

NOT TO SCALE	SHEET T5 OF 31
DRAWN BY: B. JABUSCH	
DESIGNED BY: H. MADLAND	
CHECKED BY: B. BARNETT	

DO NOT USE THIS DETAIL FOR STANDARD CURB REMOVAL
REFER TO STANDARD DRAWING 3-7

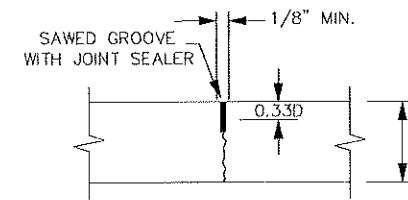


NOTES

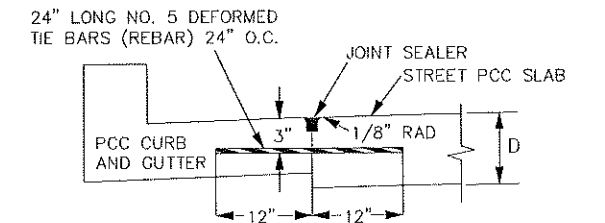
- * EXISTING GUTTER BAR SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL BY THE CITY
- * CURB CUT WIDTH SHALL BE IN ACCORDANCE WITH PERMIT
- * REFER TO SPRINGFIELD STANDARD SPECIFICATIONS FOR ROADWAY STRUCTURE COMPACTION REQUIREMENTS
- * SIDEWALKS, ACCESS RAMPS, AND RESIDENTIAL DRIVEWAYS SHALL BE 3000 PSI FIELD STRENGTH (3450 PSI LAB STRENGTH) 6.0 SACK MIX CONCRETE
- * CURBS & COMMERCIAL DRIVEWAYS SHALL BE 3500 PSI FIELD STRENGTH (4025 PSI LAB STRENGTH) 6.3 SACK MIX CONCRETE

NO	REVISION	DATE	BY	APPR.	CITY OF SPRINGFIELD SPRINGFIELD	CURB & GUTTER REMOVAL & REPLACEMENT	STANDARD DRAWING 3-8
						Jeff Paschal City Engineer 2016	DEPT. OF PUBLIC WORKS

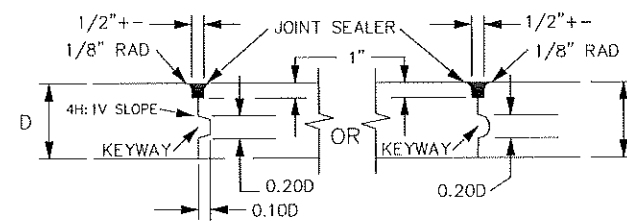
DETAIL 1
CONTRACTION JOINT
TRANSVERSE OR LONGITUDINAL



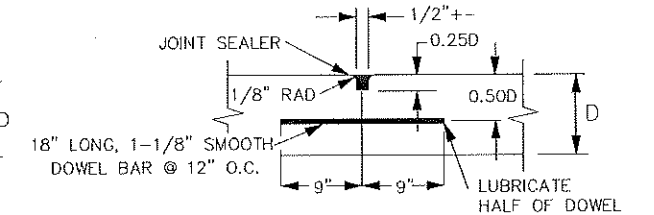
DETAIL 2
TIED CONTRACTION JOINT
PAVEMENT TO CURB & GUTTER



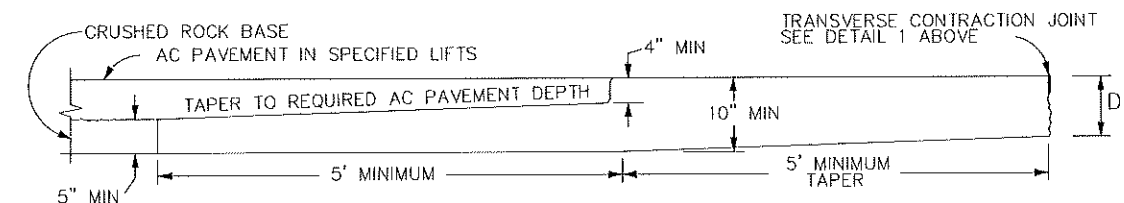
DETAIL 3
LONGITUDINAL CONSTRUCTION JOINT



DETAIL 4
TRANSVERSE CONTRACTION JOINT



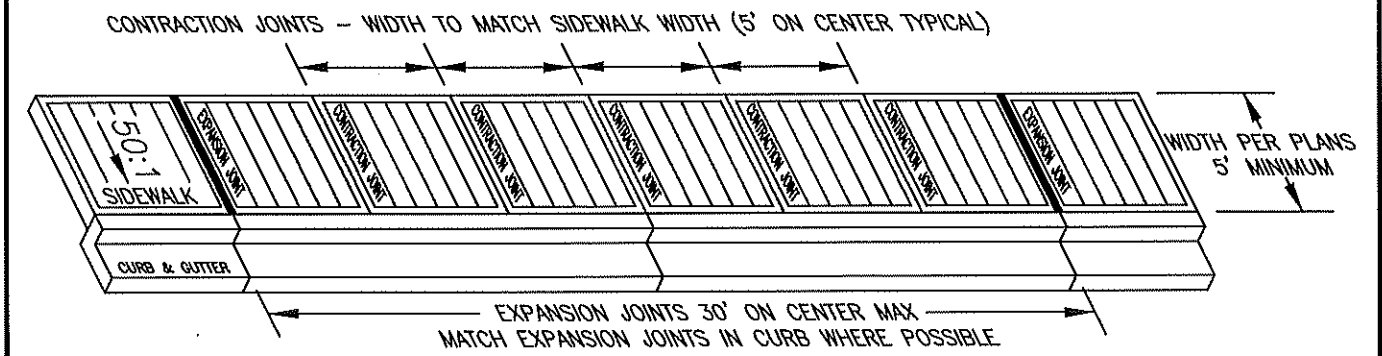
DETAIL 5
THICKENED EDGE EXPANSION JOINT
CONCRETE TO ASPHALT PAVEMENT TRANSITION



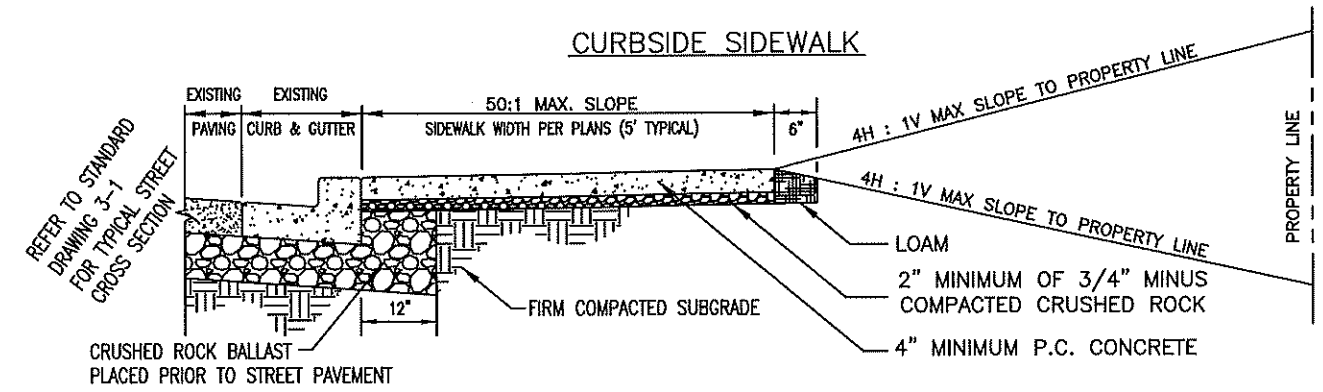
NOTES

- * " D " IS THE DEPTH OF THE CONCRETE PAVEMENT AS SHOWN ON THE PLANS OR SPECIFIED IN THE CONSTRUCTION DOCUMENTS
- * JOINTING AND PAVEMENT STRENGTH SHALL BE IN ACCORDANCE WITH THE PLANS AND CONTRACTION DOCUMENTS.
- * THE CITY CONSTRUCTION INSPECTOR MAY ADJUST JOINTING AS NECESSARY IN THE FIELD.

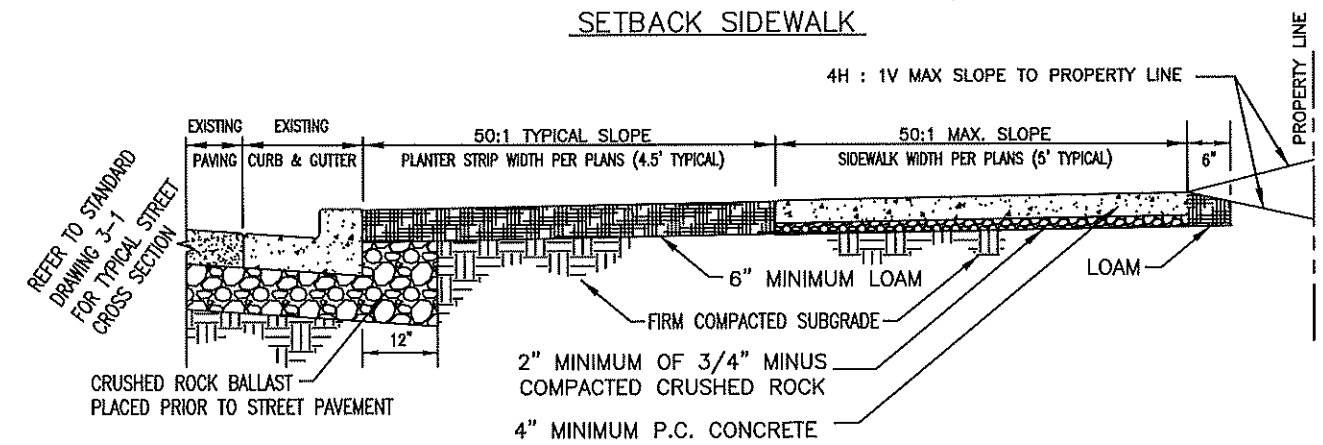
NO	REVISION	DATE	BY	APPR.	CITY OF SPRINGFIELD SPRINGFIELD	CONCRETE PAVEMENT JOINTING DETAILS	STANDARD DRAWING 3-9
						Jeff Paschal City Engineer 2016	DEPT. OF PUBLIC WORKS



CURBSIDE SIDEWALK




SETBACK SIDEWALK



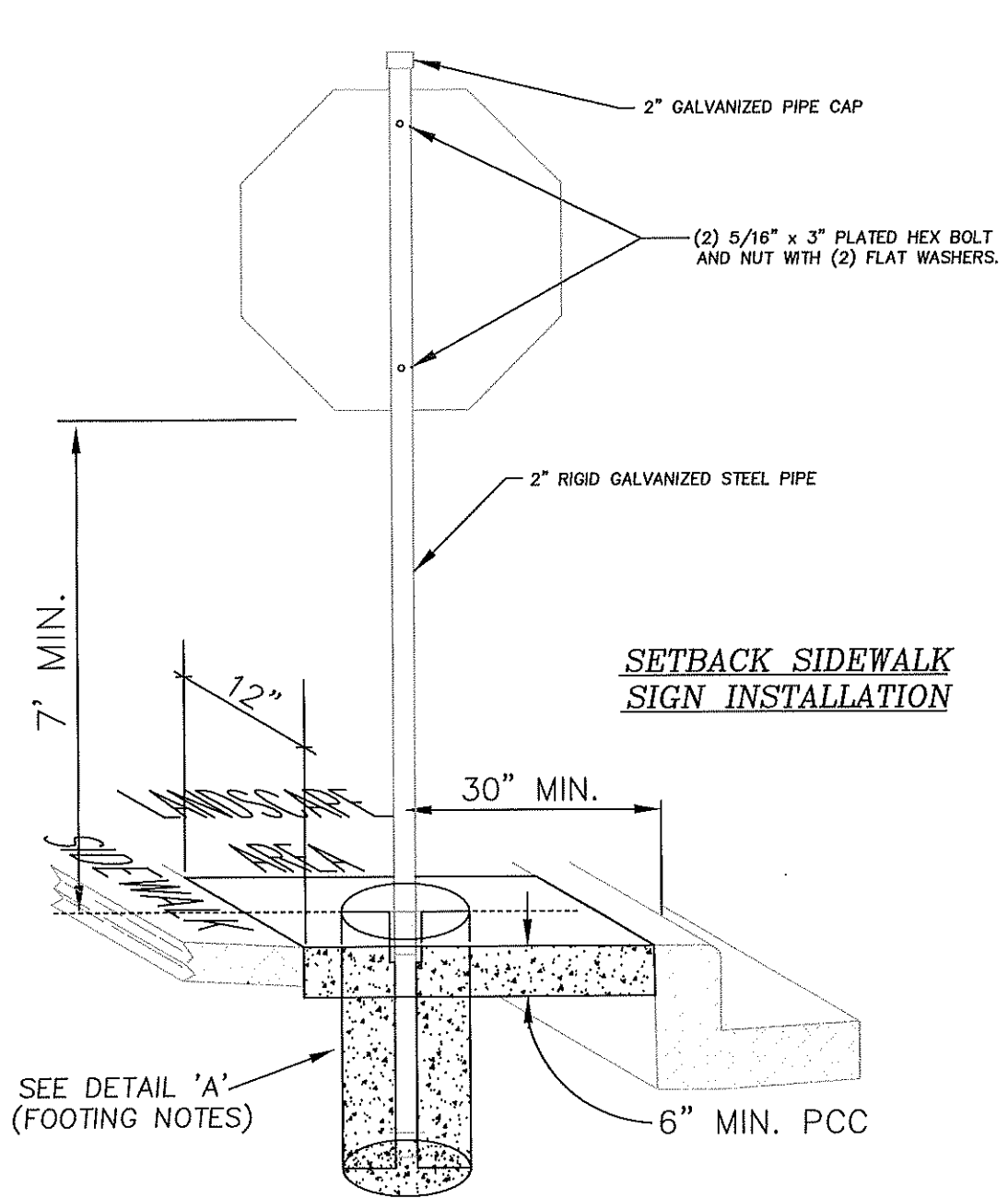
NOTES

- * NO ABOVE-GROUND FACILITIES (FIRE HYDRANTS, POWER POLES, CATCH BASINS, VALVES, J-BOXES, ETC.) SHALL BE PERMITTED WITHIN THE SIDEWALK AREA
- * ALL SURFACES SHALL HAVE A BROOM FINISH.
- * SIDEWALKS, ACCESS RAMPS, AND RESIDENTIAL DRIVEWAYS SHALL BE 3000 PSI FIELD STRENGTH (3450 PSI LAB STRENGTH) 6.0 SACK MIX CONCRETE
- * CURBS & COMMERCIAL DRIVEWAYS SHALL BE 3500 PSI FIELD STRENGTH (4025 PSI LAB STRENGTH) 6.3 SACK MIX CONCRETE

NO	REVISION	DATE	BY	APPR.	CITY OF SPRINGFIELD SPRINGFIELD  DEPT. OF PUBLIC WORKS	SIDEWALK CONSTRUCTION	STANDARD DRAWING

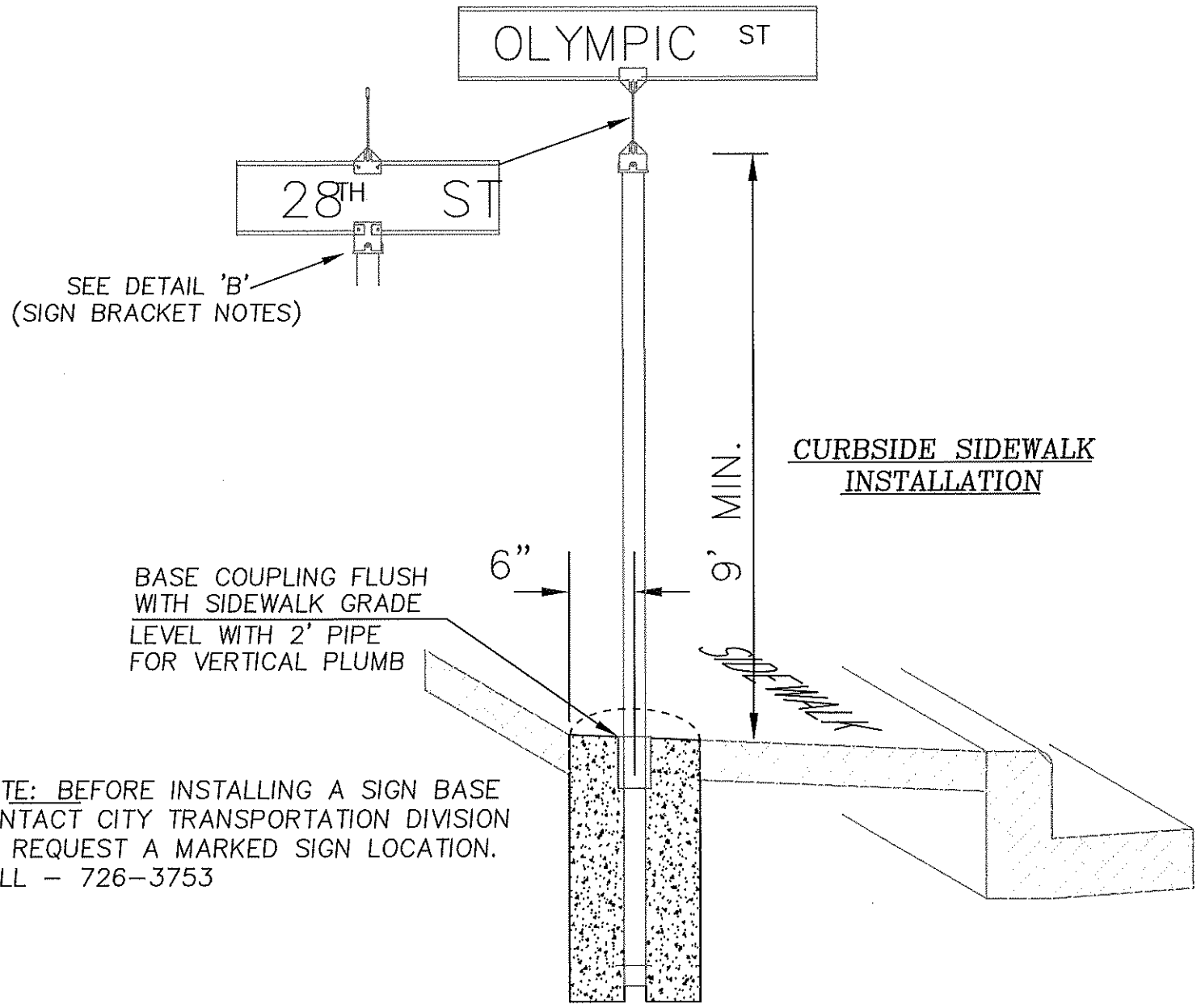
Jeff Paschall City Engineer 2016

3-12
2016



SETBACK SIDEWALK SIGN INSTALLATION

SEE DETAIL 'A' (FOOTING NOTES)

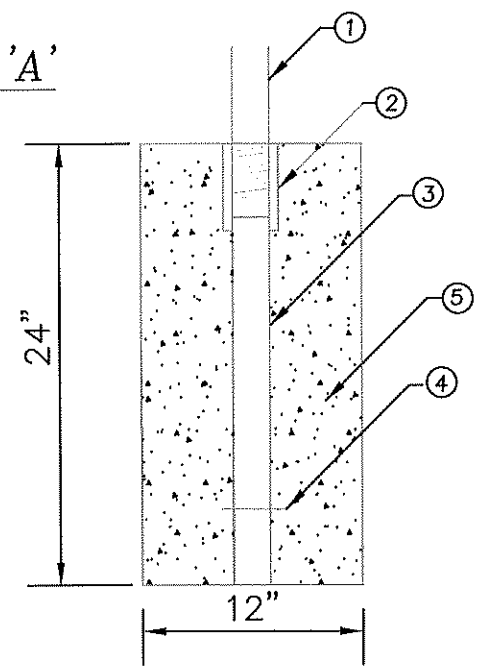


CURBSIDE SIDEWALK INSTALLATION

BASE COUPLING FLUSH WITH SIDEWALK GRADE LEVEL WITH 2' PIPE FOR VERTICAL PLUMB

NOTE: BEFORE INSTALLING A SIGN BASE CONTACT CITY TRANSPORTATION DIVISION TO REQUEST A MARKED SIGN LOCATION. CALL - 726-3753

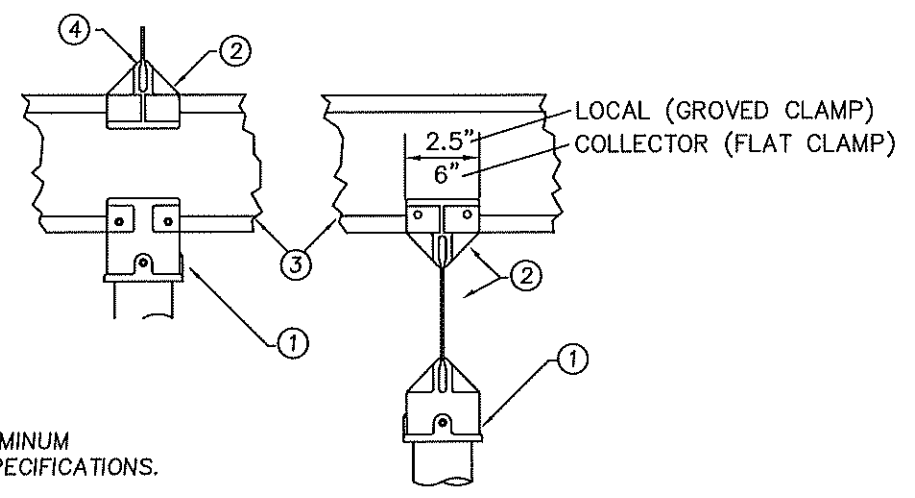
DETAIL 'A'



FOOTING INSTALLATION NOTES

- ① INSTALL 2" RIGID GALVANIZED STEEL PIPE.
- ② INSTALL 2" GALVANIZED THREADED STEEL PIPE COUPLING WITH TOP SET AT FINISHED GRADE.
- ③ INSTALL 2" RIGID GALVANIZED STEEL PIPE TACK WELDED TO COUPLING TO PREVENT TURNING.
- ④ INSTALL 1/4" X 5" STEEL PIN THROUGH STEEL PIPE
- ⑤ INSTALL SIGN BASE ASSEMBLY IN CLASS 3300 PORTLAND CONCRETE USING 2' MIN. GUIDE ROD TO INSURE SIGN POST WILL BE VERTICAL.

DETAIL 'B'



SIGN MOUNTING BRACKET NOTES

- ① INSTALL STREET SIGN CAP MOUNT FOR STREET NAME SIGN.
- ② INSTALL 90° TOP MOUNT FOR STREET NAME SIGN.
- ③ INSTALL EXTRUDED or FLAT ALUMINUM STREET NAME SIGN PER CITY SPECIFICATIONS.
- ④ MOUNTING BRACKETS FOR LOCAL SIGNS SHALL HAVE A GROVED CLAMP TO FIT EXTRUDED SIGNS. MOUNTING BRACKETS FOR COLLECTOR SIGNS SHALL HAVE A FLAT CLAMP TO FIT FLAT SIGNS

NOTE: DRAWING NOT TO SCALE
ALL EYEBOLTS, BOLTS, NUTS, AND WASHERS SHALL BE GALV. STEEL UNLESS NOTED OTHERWISE, ALL SET SCREWS SHALL BE MIN. DIA. 1/4" STAINLESS STEEL WITH SQUARE OR HEX HEADS. ALL SPANWIRE HANGERS AND PLUMBIZERS SHALL BE CAST BRONZE.

BY	DATE	NO	REVISION	DATE	BY	APPR.
DRAWN: M. ABARCA	5/93	1	STD. DWG.	5-18	4/94	DRB
DESIGNED:		2	SIGN STANDARDS		12/96	DRB
CHECKED:		3	STD. DWG. UPDATE		7/01	D.D. B.B.
APPROVED:						
FILENAME:	TSD5_18					

CITY OF SPRINGFIELD
DEPT. OF PUBLIC WORKS
TRANSPORTATION DIVISION
225 FIFTH STREET
SPRINGFIELD, OR. 97477
(541) 726-3753

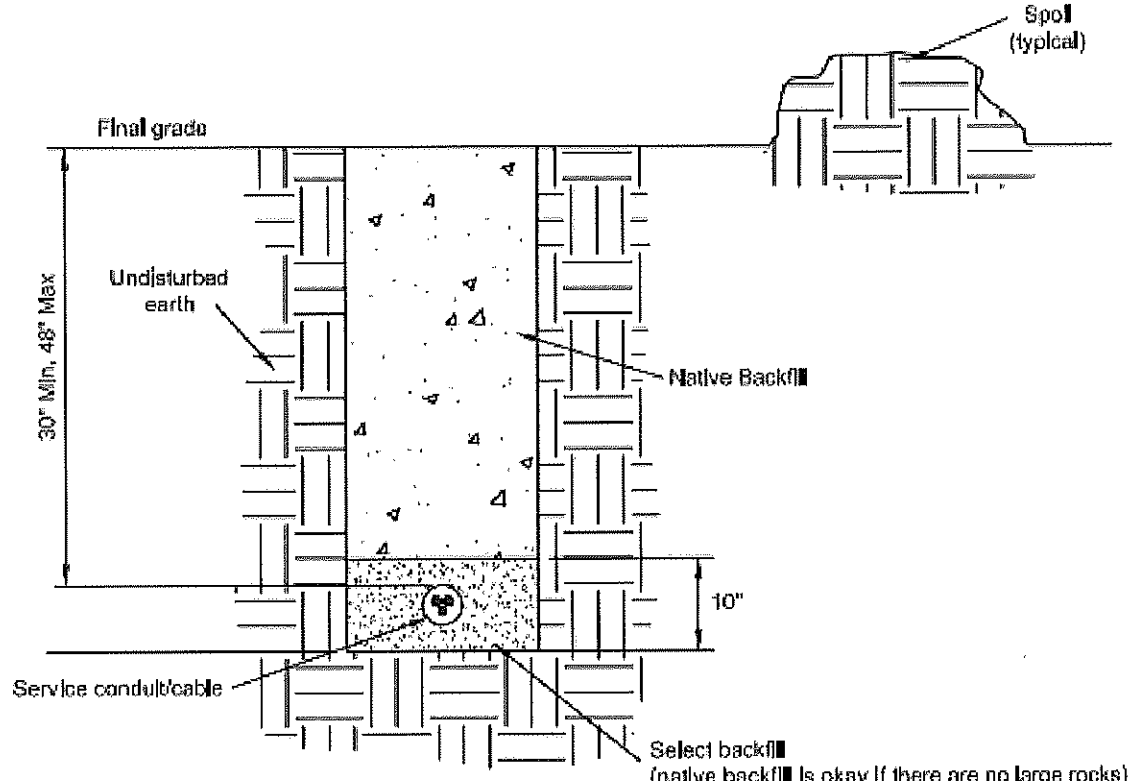
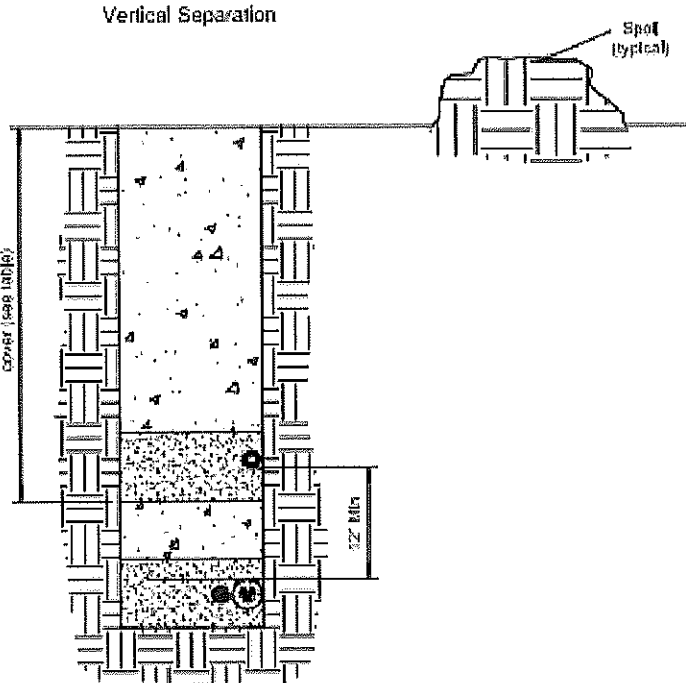
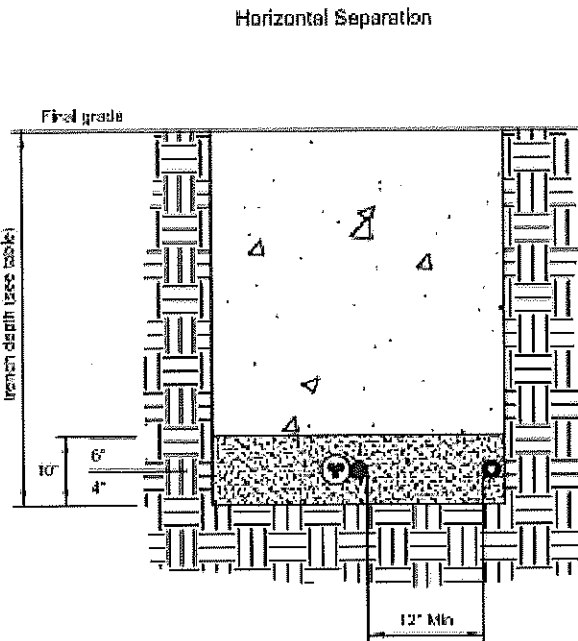


ROADSIDE SIGN INSTALLATION DETAIL

STANDARD DRAWING

Power Cable Trench (Only)

Joint Use Trench



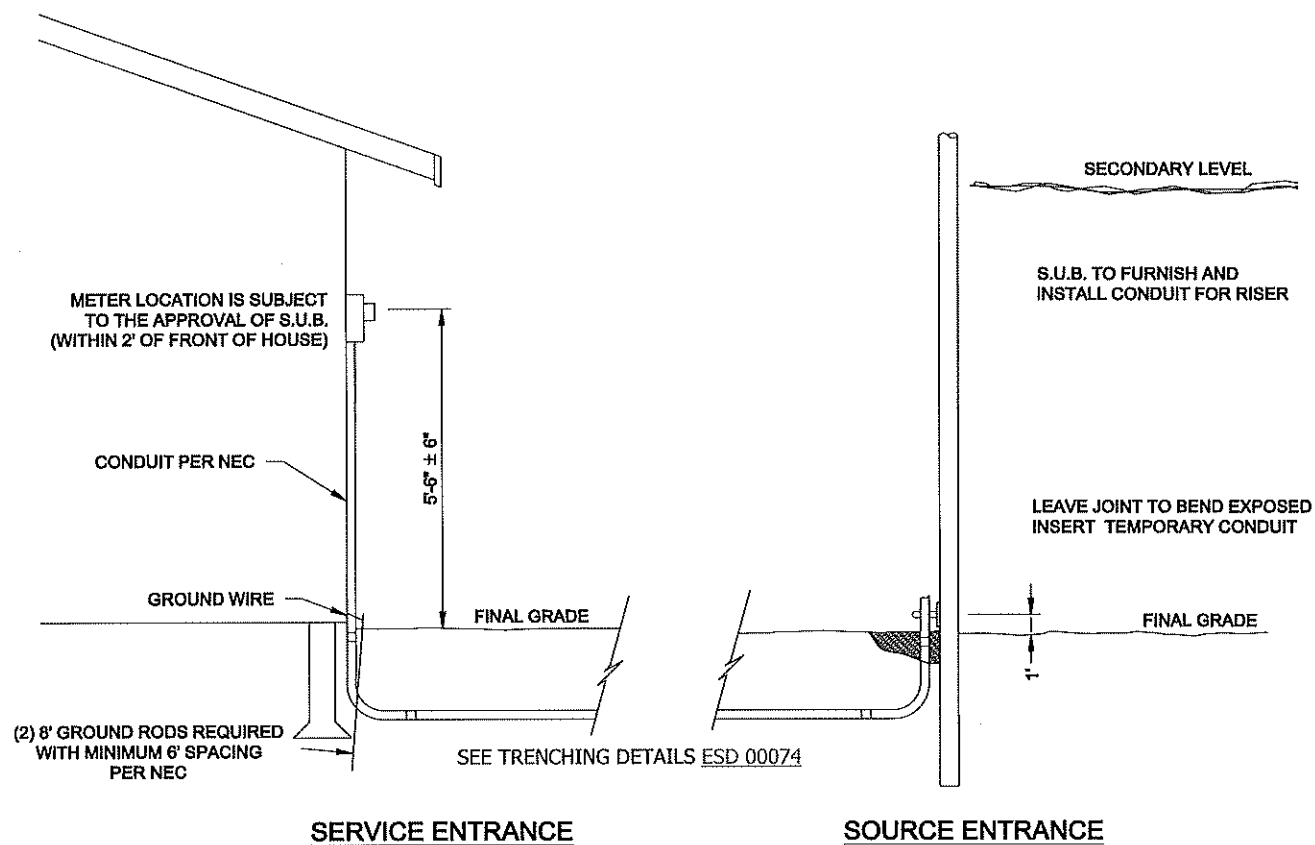
LEGEND

- Other Electric Utilities (Telephone, Cable TV)
- Secondary/Service (Conduit/Cable)
- Primary (Conduit/Cable)
- Native Backfill
- Select Backfill
- Undisturbed Earth

Conduit/Cable	Minimum Cover	Max. Burial Depth
Primary	36"	48"
Secondary/Service	30"	48"


LEGEND

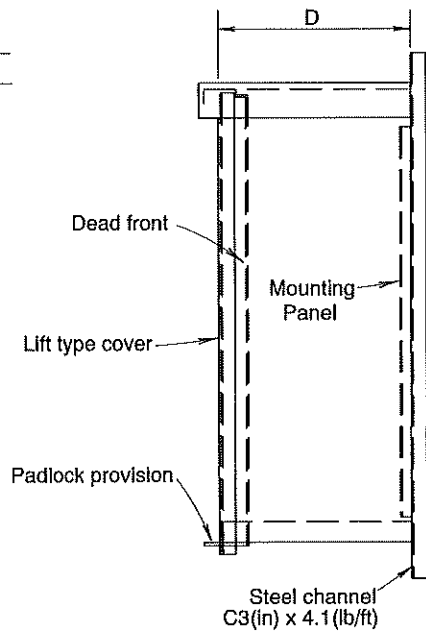
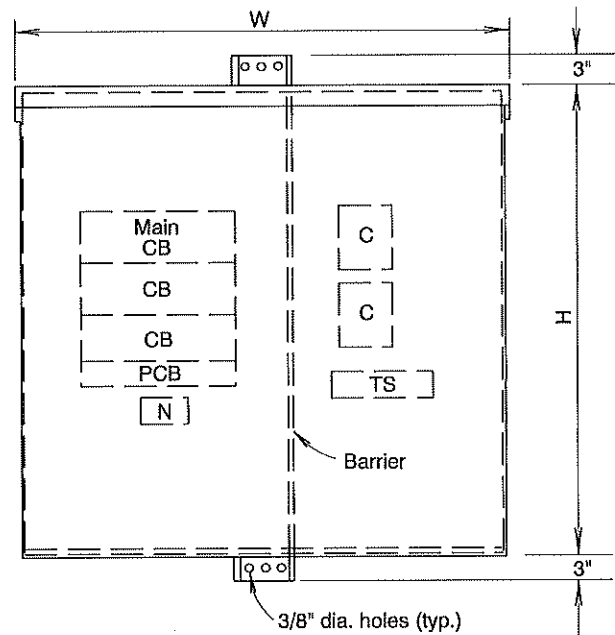
- Service (Conduit/Cable)
- Native Backfill
- Select Backfill
- Undisturbed Earth



CUSTOMER TO PROVIDE:

1. All conduit from the base of the pole to the meter base. Conduit shall be Schedule 40 PVC conduit, 2" minimum, no half sizes.
2. Bends must be Schedule 40 PVC long sweep, 36" radius, no more than a total of 270 degrees in the run.
3. A minimum of 30 inches of ground cover over conduit is required. Call the Electric Department at 541-726-2395 to arrange for a trench inspection. Do not backfill until trench is approved. An inspection sticker will be placed on the conduit at the service entrance for verification of inspection.
4. Construct the conduit, to the SUB supplied bracket on the pole, as far out on the bracket as possible, or as designated by SUB. Attach a temporary piece of conduit to the bracket to assure alignment. Leave the joint exposed and do not glue the joint.
5. Payment of required Development/Redevelopment Charges (DRC's).
6. Service conductor, as specified by the NEC, of sufficient length to make terminations at the meter base and at the secondary level at the pole. Spliced conductor will not be allowed. Call the Electric Department at 541-726-2395 to arrange for assistance pulling in the conductor.
7. Provide current billing information prior to energization.

	SPRINGFIELD UTILITY BOARD ELECTRIC ENGINEERING AND CONSTRUCTION STANDARDS	DATE 12/26/13	DWN TGI	CHK SK	APP RLM
	UNDERGROUND SERVICE FED FROM OVERHEAD	STANDARD NUMBER ESD 0106			
		Page 1 of 2			



GENERAL NOTES

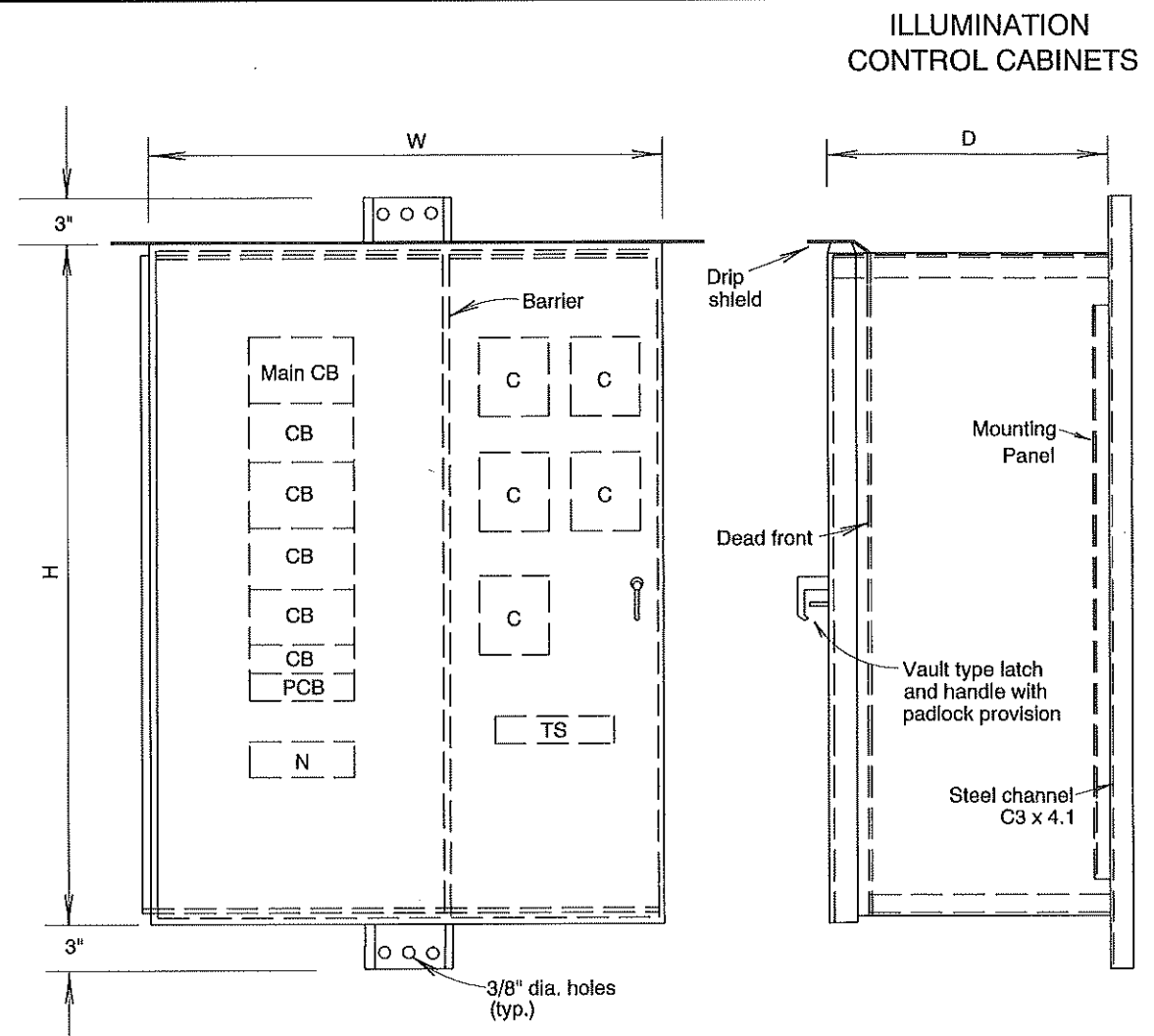
- Type "A" cabinet has a top hinged lift cover with provision to hold cover in open position.
- Type "B" cabinet has cover hinged on left or right side with catch and handle.
- All enclosures shown on this drwg. shall bear a U. L. label reading: "CUTOUT BOX" (Raintight)
- Cabinets formed from 10 Gage thick sheet metal. Hot dip galvanized after fabrication or 12 gage type 304 or 306 stainless steel.
- Dimensions are based on the following frame sizes:
 - "TEB" for 240 v. rating
 - "TED" for 277, 480 and 600 v. rating
- All internal wiring, except field wires, shall be done by a U.L. listed facility.
- Deadfronts may be fabricated from code thickness galvanized sheet metal or type 304 or 316 stainless steel.
- For galvanized sheet metal deadfronts:
 - Cut edges shall be treated with zinc-rich paint.
 - They shall be primed with vinyl wash primer and finished with exterior polyurethane enamel.
 - The color shall be Medium Gray that matches Federal Standard 595C color # 26270.
- Install copper buss bars for main and branch circuits.
- Provide 2 (min.) locator studs near top for dead fronts, and handle (finger) on dead front near bottom.

CB = Circuit Breaker
 C = Contactor
 N = Neutral Block (copper)
 TS = Test Switch
 PCB = Photocell Circuit Breaker

2P or 3 P CB	1P CB	Cont.	Neut.	Test S.W.	W	H	D
2	1	1	1	1	20"	16"	8"
3	1	2	1	1	20"	20"	8"
4	1	3	1	1	20"	24"	8"

- Type "A" cabinet
- Can accommodate 1 to 3 contactors (30 amp max.)
- Make cabinet depth 10" when 60 or 100 amp contactor is specified.

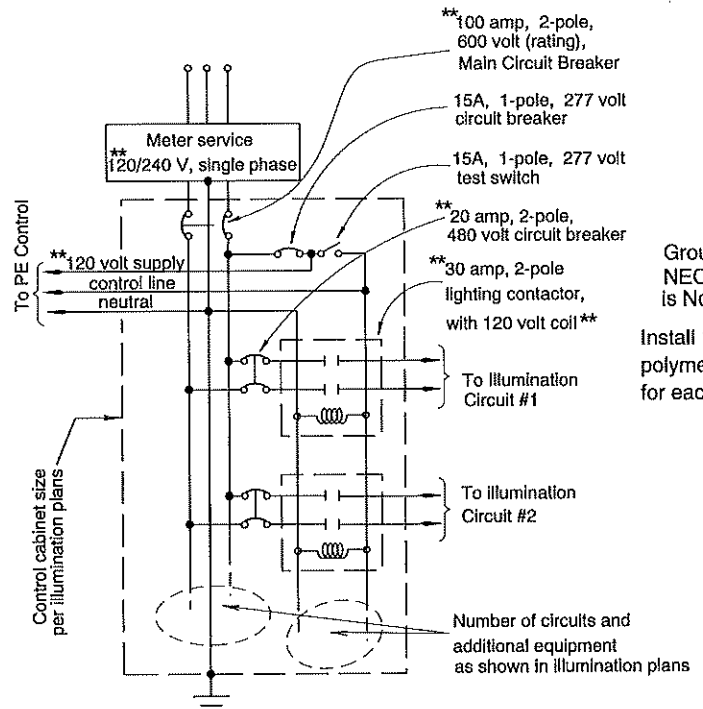
CABINET NO. 1
No Scale



- Type "B" cabinet
- Can accommodate 4 to 6 contactors (30 amp max.)
- Make cabinet depth 10" when 60 or 100 amp contactor is specified.

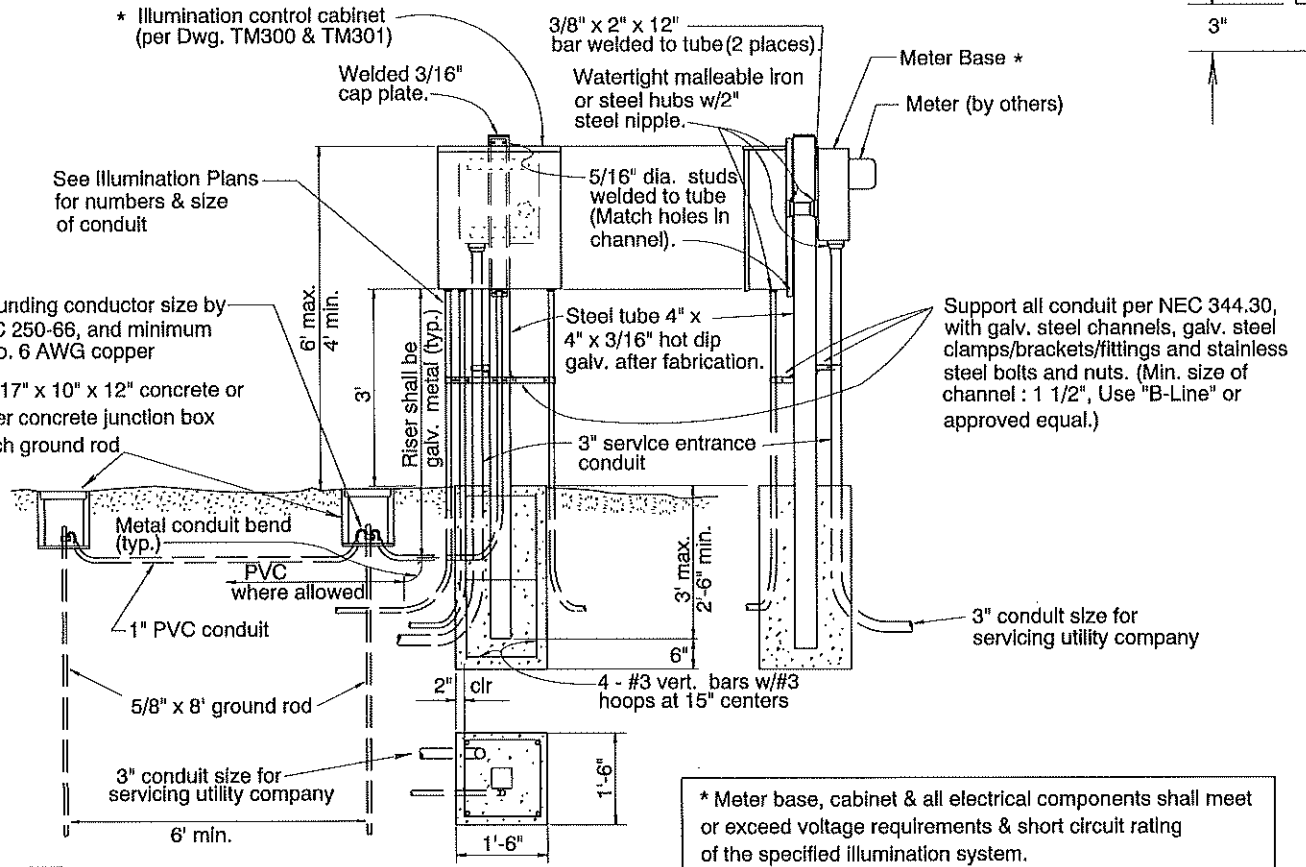
2P or 3 P CB	1P CB	Cont.	Neut.	Test S.W.	W	H	D
5	1	4	1	1	24"	28"	8"
6	1	5	1	1	24"	32"	8"
7	1	6	1	1	24"	36"	8"

CABINET NO. 2
No Scale



WIRING DIAGRAM
SERVICE & CONTROL CABINETS

** Electrical service voltage, equipment voltage and rating, breaker sizes are per illumination plans. Specific wiring diagram for each cabinet shall be shown in illumination plans and checked by Engineer.



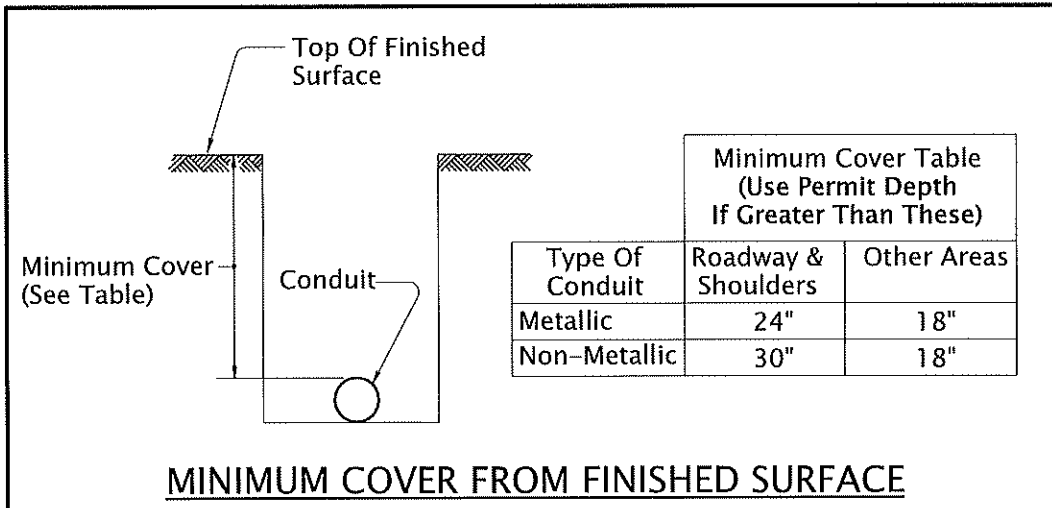
POST MOUNT ILLUMINATION CABINET
No Scale

* Meter base, cabinet & all electrical components shall meet or exceed voltage requirements & short circuit rating of the specified illumination system.

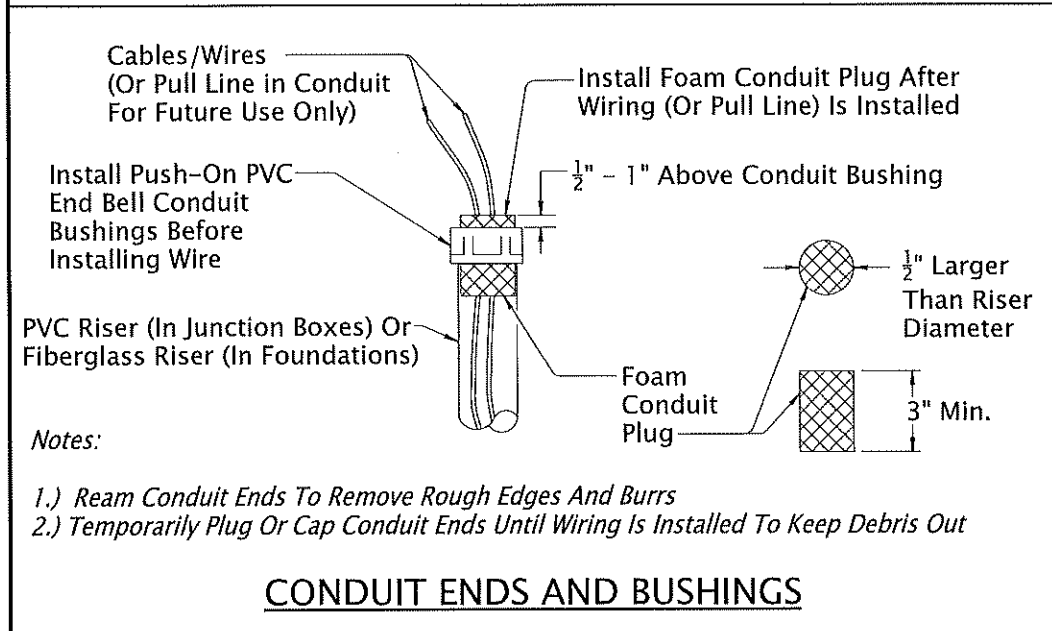
CALC. BOOK NO. N/A	BASLINE REPORT DATE JAN. 02, 2008
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
ILLUMINATION CONTROL CABINETS	
2018	
DATE 1/17/2019	REVISION DESCRIPTION
	Paint Color Specification updated

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

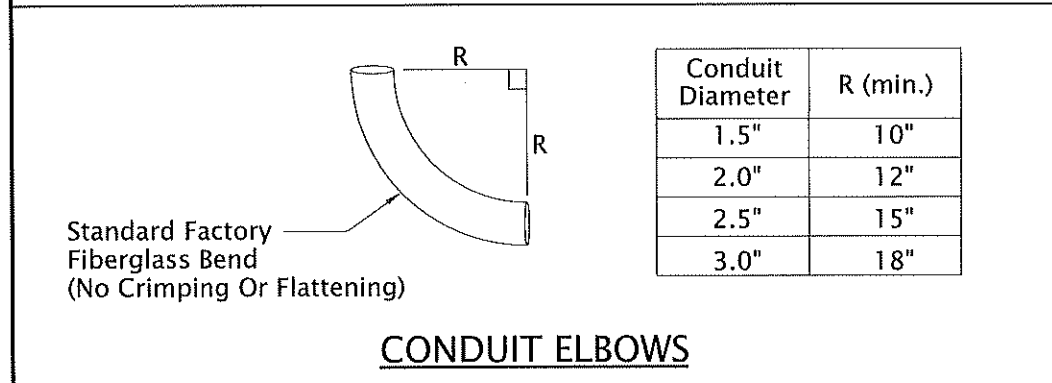
TM 300



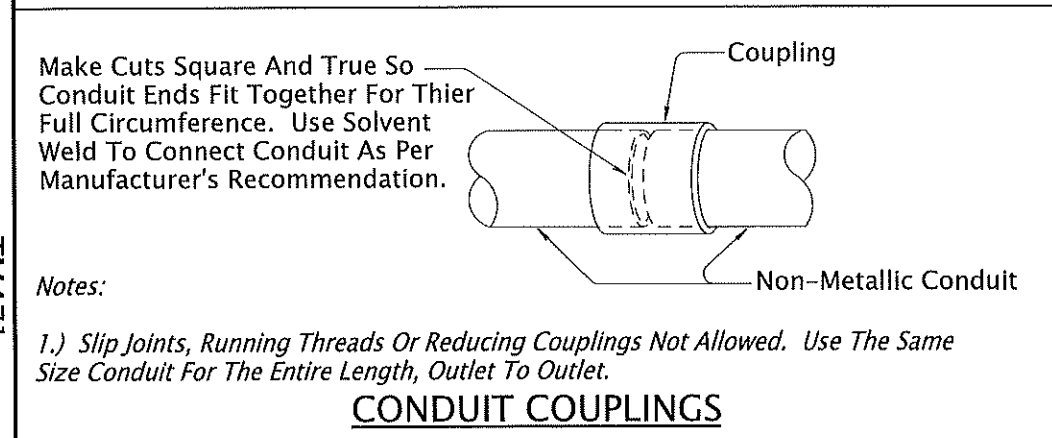
MINIMUM COVER FROM FINISHED SURFACE



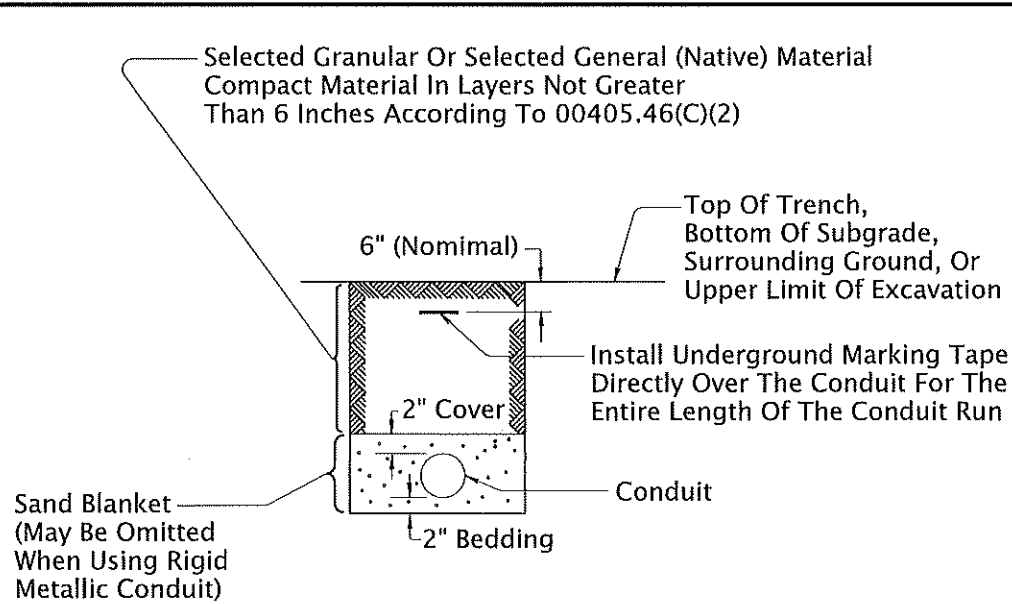
CONDUIT ENDS AND BUSHINGS



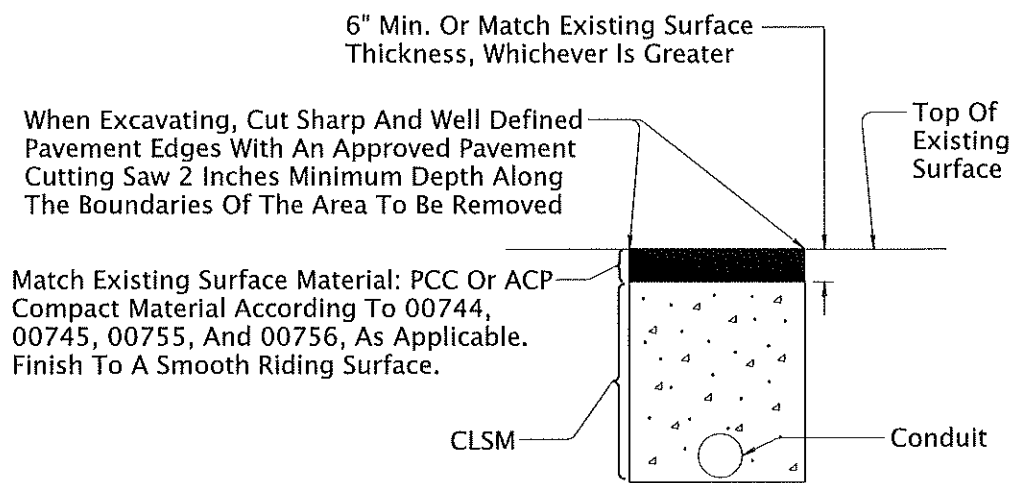
CONDUIT ELBOWS



CONDUIT COUPLINGS



**UNSURFACED AREAS
(new roadway prior to paving, shoulders, under sidewalk, landscaped areas, etc.)**

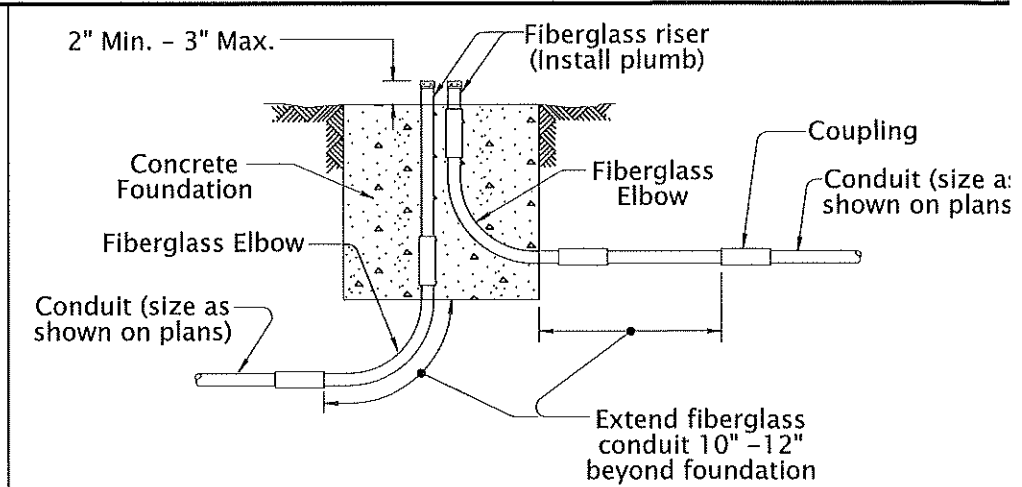


EXISTING PAVED AREAS

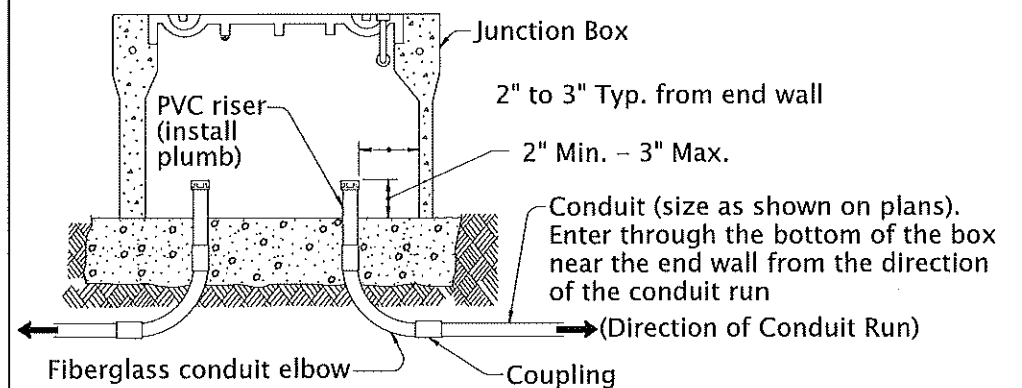
Trenching & Backfill Notes:

1. Excavate According To 00960.40. In Areas To Be Paved Or Landscaped, Place All Conduit Before Paving Or Landscaping.
2. Hold Trench Width To A Practical Minimum
3. Do Not Backfill Trenches Until Inspected By The Engineer
4. Furnish Backfill Materials According To 00960.10

CONDUIT OPEN TRENCH EXCAVATION & BACKFILL



**CONDUIT INSTALLATIONS IN FOUNDATIONS
(Applicable for Pole, Pedestal, Post, Service Cabinet and Controller Cabinet Foundations)**



CONDUIT INSTALLATION IN JUNCTION BOXES

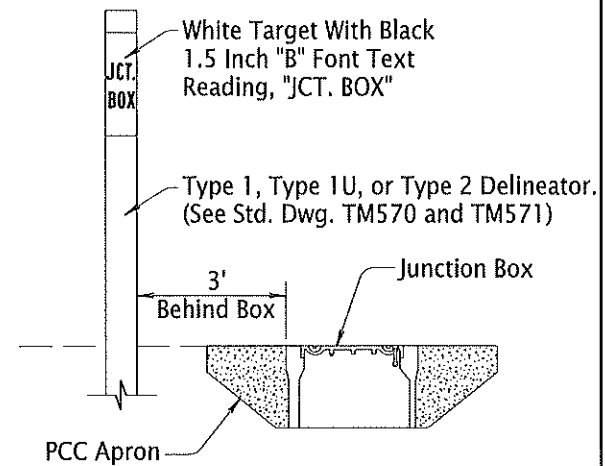
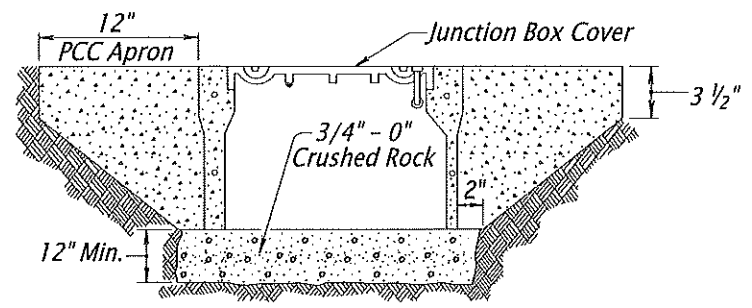
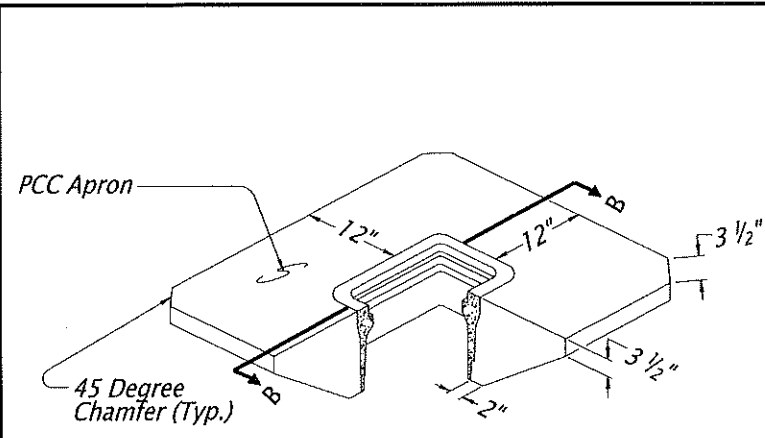
General Notes:

1. Install Non-Metallic Conduit Unless Otherwise Shown. Conduit Runs Shall Be Continous Between Any Pole, Junction Box, Or Cabinet.
2. Install Conduit By Open Trench Method, Horizontal Directional Drilling, Or As Shown
3. Conduit Runs Shown On Plans Are For Bidding Purposes Only. Locations May Be Changed To Avoid Obstructions.
4. Larger Conduit Than Specified May Be Used At The Option And Cost Of The Contractor

CALC. BOOK NO. _ N/A _ _ _ _ _	BASLINE REPORT DATE _ 2-Jul-2018 _ _ _ _ _
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
TRENCHING & CONDUIT INSTALLATION	
2018	
DATE	REVISION DESCRIPTION
07/18	New Drawing

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

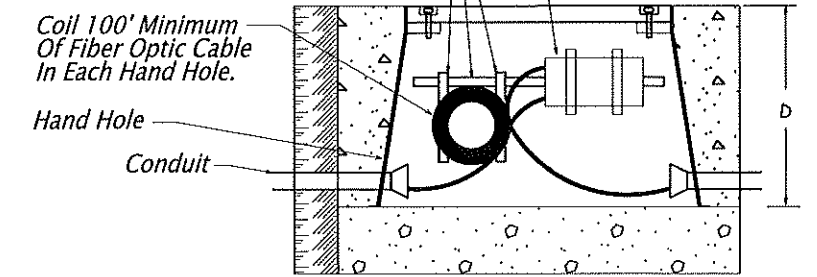
TM471



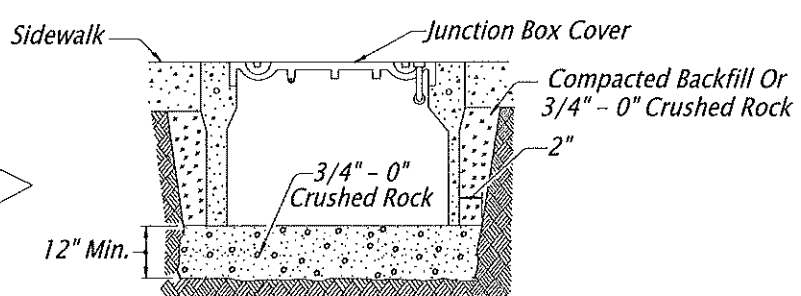
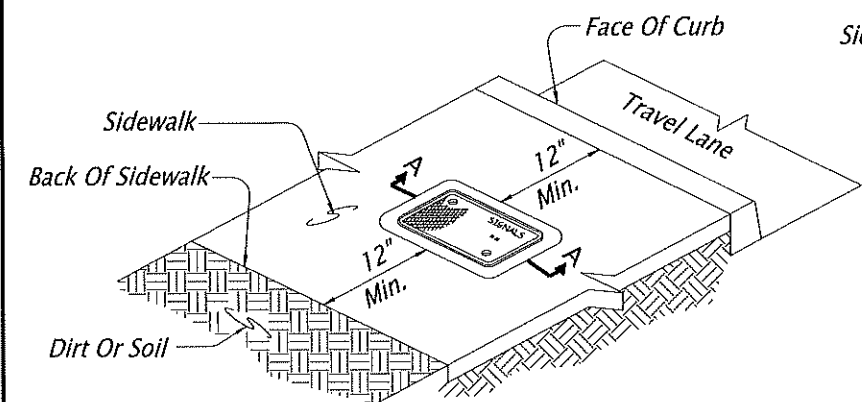
INSTALLATION IN UNSURFACED AREA

(This Detail Only Applicable for Junction Boxes Located In Incidental Travel Areas; Gravel Shoulders, Behind Guardrail, Etc. Do Not Install In Travel Lanes, Paved Shoulders, Or Other Areas Exposed To Traffic.)

Framing Channel Shall be Galvanized Steel Unistrut P1000 Or Equivalent. Framing Channel Is For Mounting Of Splice Closures And Slack Loops.



HAND HOLE INSTALLATION

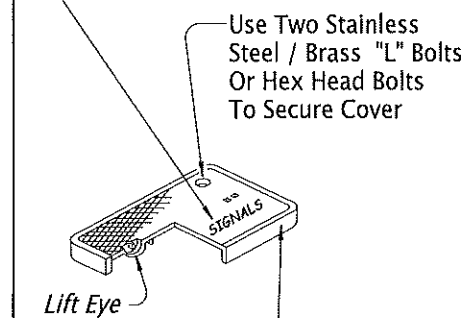


SECTION A-A

INSTALLATION IN PCC SIDEWALK

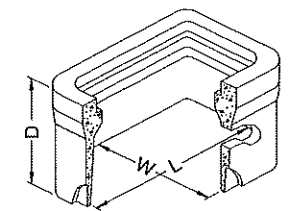
(This Detail Only Applicable for Junction Boxes Located In Flat Areas Of Sidewalks. Do Not Install In Slopes Of Ramps Or Driveways)

Cover To Be Marked "SIGNALS", (Letter Height 1" Min.)



Junction Box Cover With Recessed Lifting Eye Or Max. 3/8" Lift Hole.

JUNCTION BOX COVER DETAILS



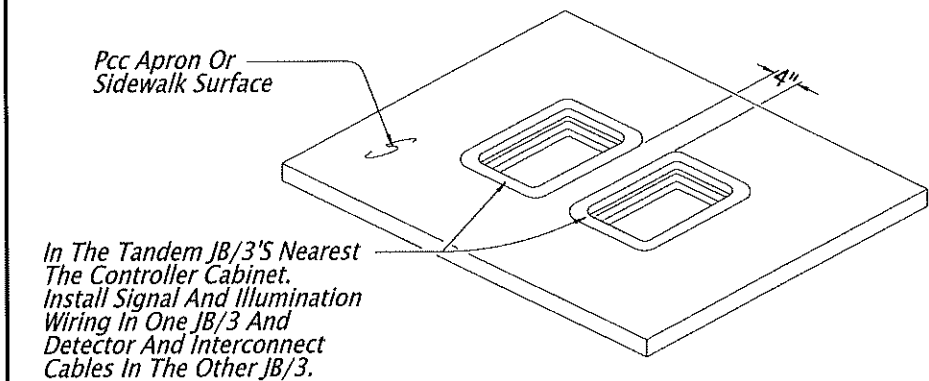
Type*	L	W	D
JB1	17"	10"	12"
JB2	22"	12"	12"
JB3	30"	17"	12"
HH-1	24"	30"	24"
HH-2	30"	48"	24"
HH-3	30"	48"	36"

**Junction Box Or Handhole Type As Shown On Plans*

DIMENSION TABLE

GENERAL NOTES:

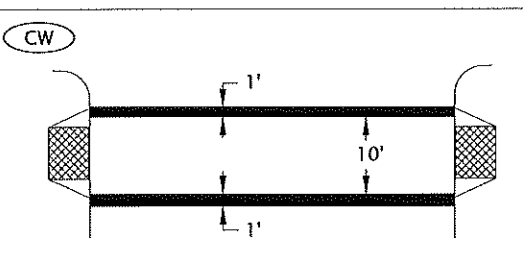
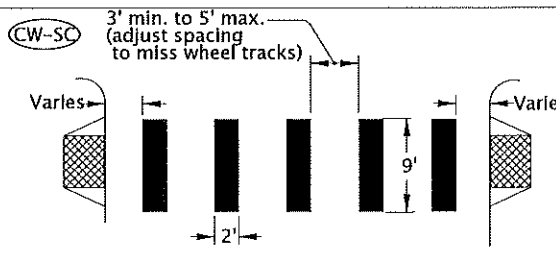
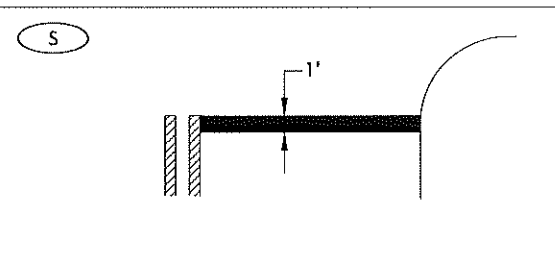
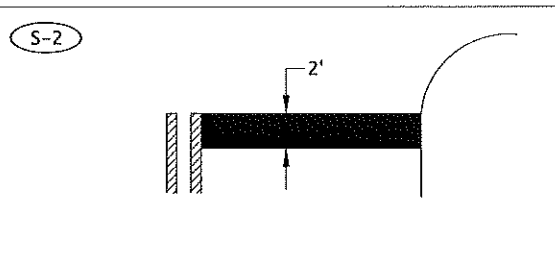
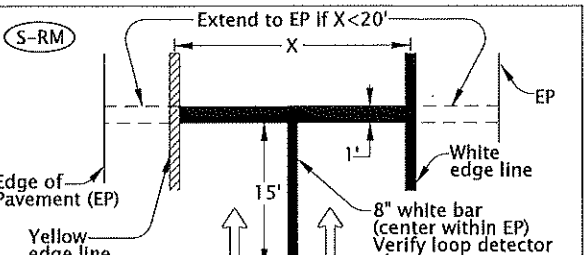
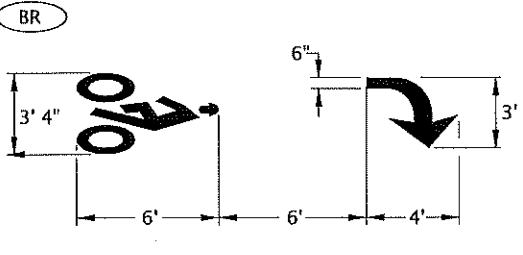
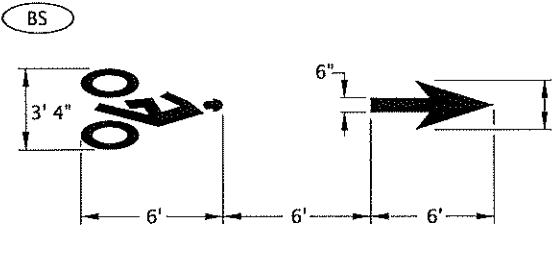
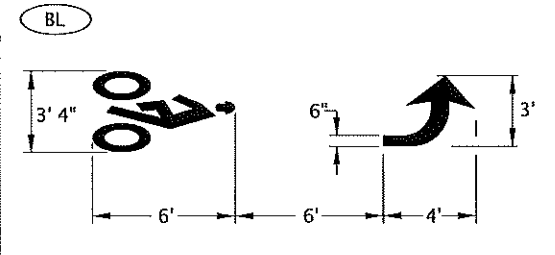
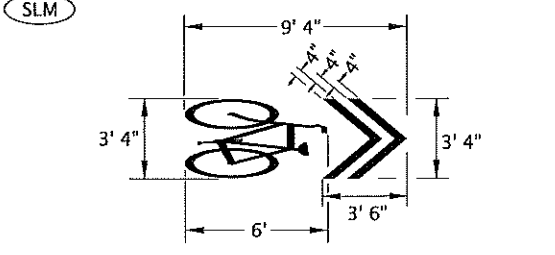
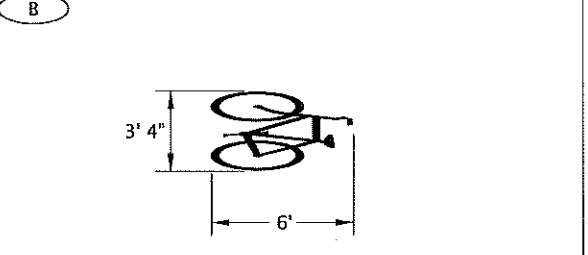
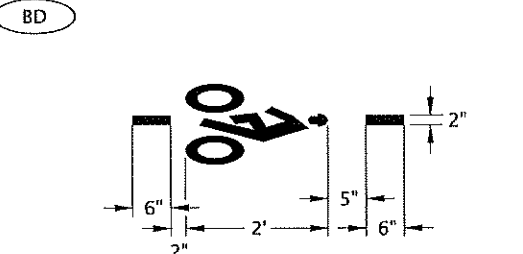
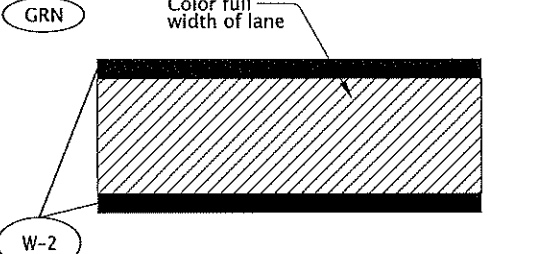
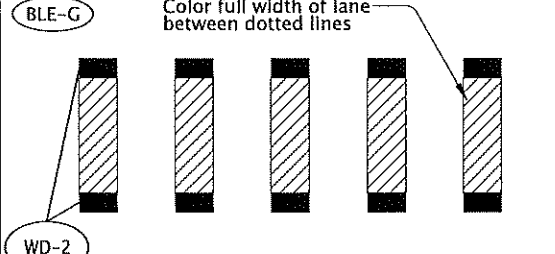
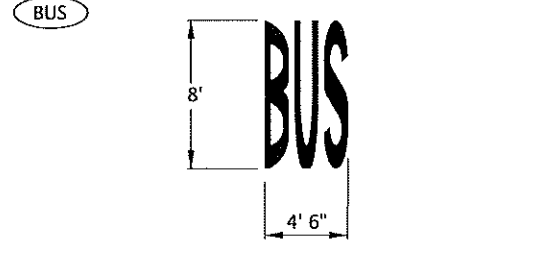
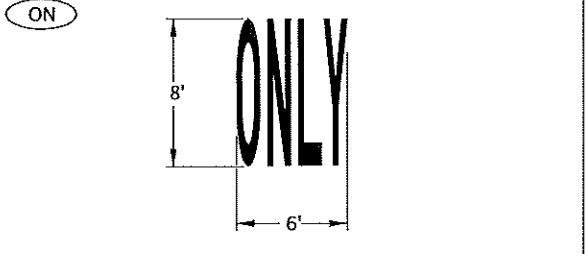
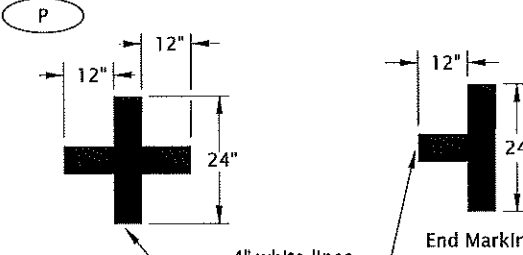
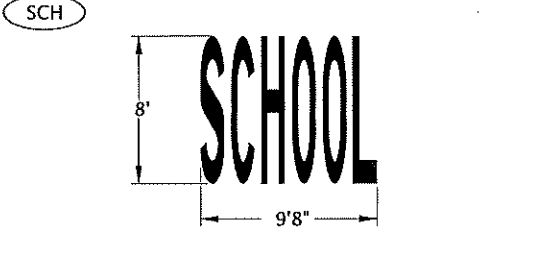
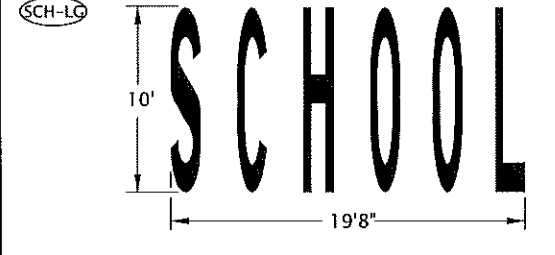
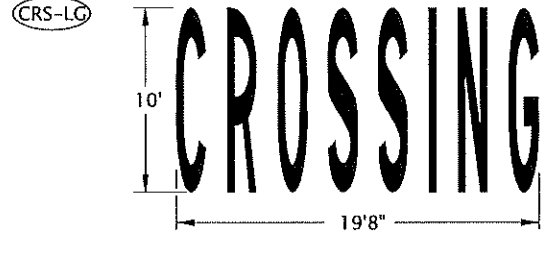
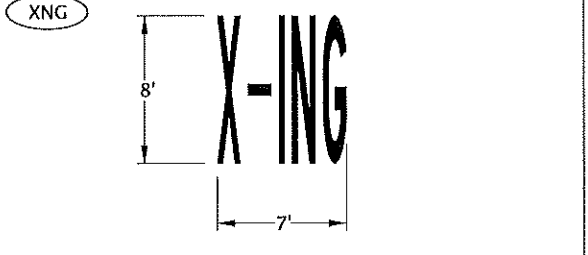
1. Install Top of Junction Box Flush With The Sidewalk, Surrounding Grade, Or Top Of Curb
2. Install Junction Boxes At The Approximate Locations Shown, Or If Not Shown, No More Than 300 Feet Apart
3. More Junction Boxes Than Specified May Be Installed To Facilitate The Work At The Option And Cost Of The Contractor



TANDEM JB/3A JUNCTION BOX DETAILS

CALC. BOOK NO. _ N/A _ _ _ _ _	BASELINE REPORT DATE _ 2-Jul-2018 _ _ _ _ _
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
TRAFFIC SIGNAL JUNCTION BOXES/ HAND HOLES	
2018	
DATE	REVISION DESCRIPTION
07/18	Added A New Detail & Notes, Revised & Simplified Detail

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

 <p>CW</p> <p>STANDARD CROSSWALK TWO 1' WHITE BARS</p> <p>Install per Standard Drawing TM530</p>	 <p>CW-SC</p> <p>3' min. to 5' max. (adjust spacing to miss wheel tracks)</p> <p>Varies</p> <p>STAGGERED CONTINENTAL CROSSWALK 2' WHITE BARS</p> <p>Install per Standard Drawing TM530</p>	 <p>S</p> <p>STOP BAR 1' WHITE BAR</p> <p>Install per Standard Drawing TM530</p>	 <p>S-2</p> <p>STOP BAR - LARGE 2' WHITE BAR</p> <p>Install per Standard Drawing TM530</p>	 <p>S-RM</p> <p>Extend to EP if X < 20'</p> <p>X</p> <p>EP</p> <p>White edge line</p> <p>8" white bar (center within EP) Verify loop detector placement</p> <p>15'</p> <p>1'</p> <p>Yellow edge line</p> <p>RAMP METER STOP BAR 1' & 8" WHITE BARS</p> <p>For multi-lane ramp meter applications</p>
 <p>BR</p> <p>BIKE RIGHT TURN STENCIL (white)</p> <p>Center marking within lane width For proportion details, see current version of Standard Highway Signs</p>	 <p>BS</p> <p>BIKE LANE STANDARD STENCIL (white)</p> <p>Center marking within lane width For proportion details, see current version of Standard Highway Signs</p>	 <p>BL</p> <p>BIKE LEFT TURN STENCIL (white)</p> <p>Center marking within lane width For proportion details, see current version of Standard Highway Signs</p>	 <p>SLM</p> <p>SHARED LANE MARKING (white)</p> <p>Center marking within lane width or as shown For proportion details, see current version of Standard Highway Signs</p>	 <p>B</p> <p>BIKE STENCIL (white)</p> <p>Used for Intersection Bicycle Box applications. See Section 414 of Traffic Line Manual</p>
 <p>BD</p> <p>BICYCLE DETECTOR MARKING (white)</p> <p>For placement location with loops, see Section 416 of Traffic Line Manual</p>	 <p>GRN</p> <p>Color full width of lane</p> <p>W-2</p> <p>GREEN SUPPLEMENTAL BICYCLE LANE SOLID LINE (green)</p>	 <p>BLE-G</p> <p>Color full width of lane between dotted lines</p> <p>WD-2</p> <p>GREEN SUPPLEMENTAL BICYCLE LANE DOTTED LINE EXTENSION (green)</p>	 <p>BUS</p> <p>BUS (white)</p> <p>Center marking within lane width For letter proportion details, see current version of Standard Highway Signs</p>	 <p>ON</p> <p>ONLY (white)</p> <p>Center marking within lane width For letter proportion details, see current version of Standard Highway Signs</p>
 <p>P</p> <p>ON-STREET PARKING DETAIL (white)</p> <p>End Marking</p> <p>4" white lines</p>	 <p>SCH</p> <p>SCHOOL (white)</p> <p>Center marking within lane width For letter proportion details, see current version of Standard Highway Signs</p>	 <p>SCH-LG</p> <p>SCHOOL - LARGE (white)</p> <p>Center marking within width of two lanes For letter proportion details, see current version of Standard Highway Signs</p>	 <p>CRS-LG</p> <p>CROSSING - LARGE (white)</p> <p>Center marking within width of two lanes For letter proportion details, see current version of Standard Highway Signs</p>	 <p>XNG</p> <p>X-ING (white)</p> <p>Center marking within lane width For letter proportion details, see current version of Standard Highway Signs</p>

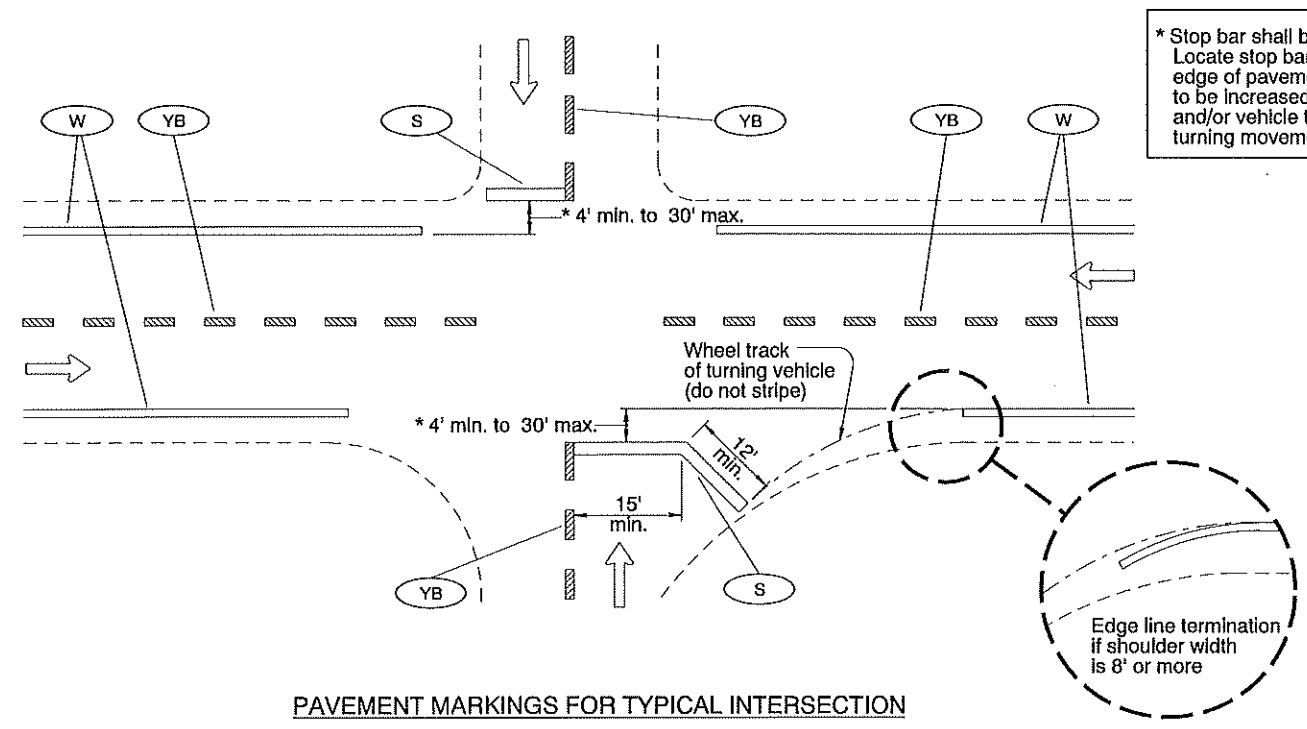
General Note:
1. Arrow, letter, and bike symbol dimensions nominal.

CALC. BOOK NO. _ _ _ N/A _ _ _		BASELINE REPORT DATE _ _ 07/01/2015 _ _ _	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
PAVEMENT MARKING STANDARD DETAIL BLOCKS			
2018			
DATE	REVISION DESCRIPTION		

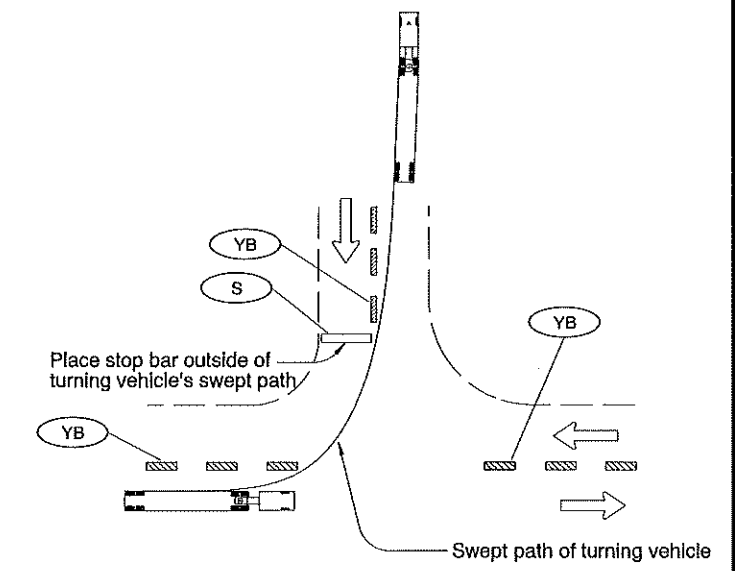
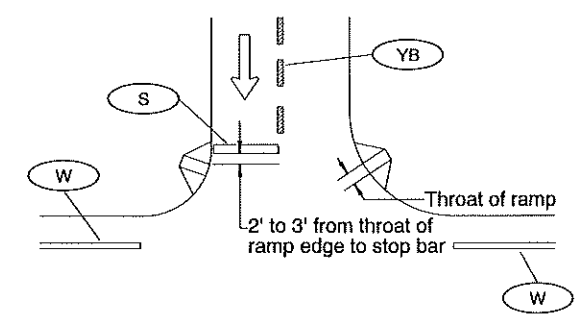
LEGEND
← Direction of Travel

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

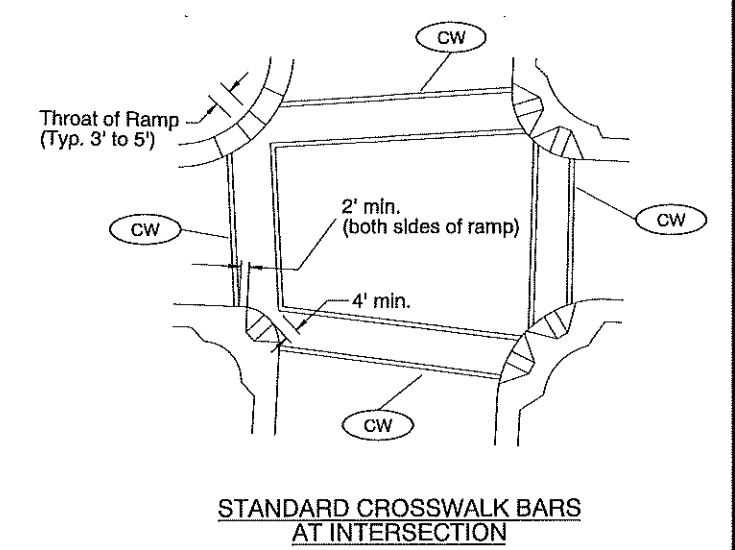
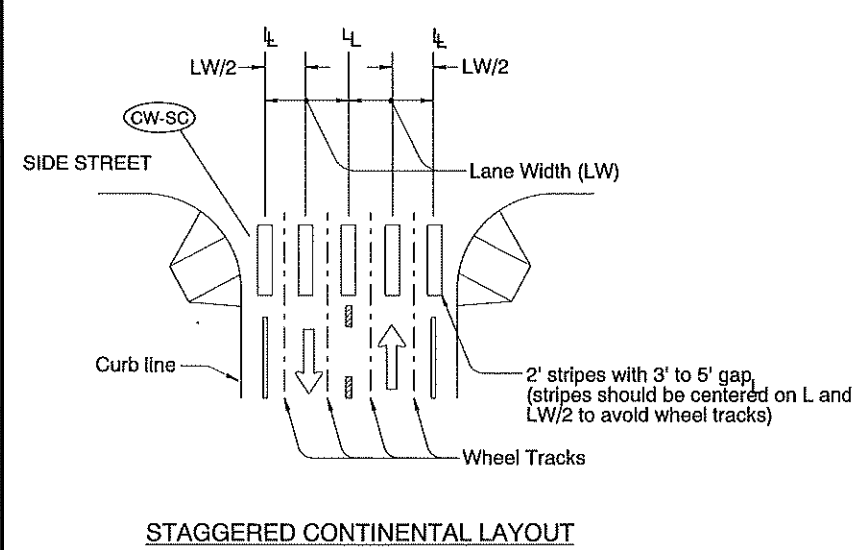
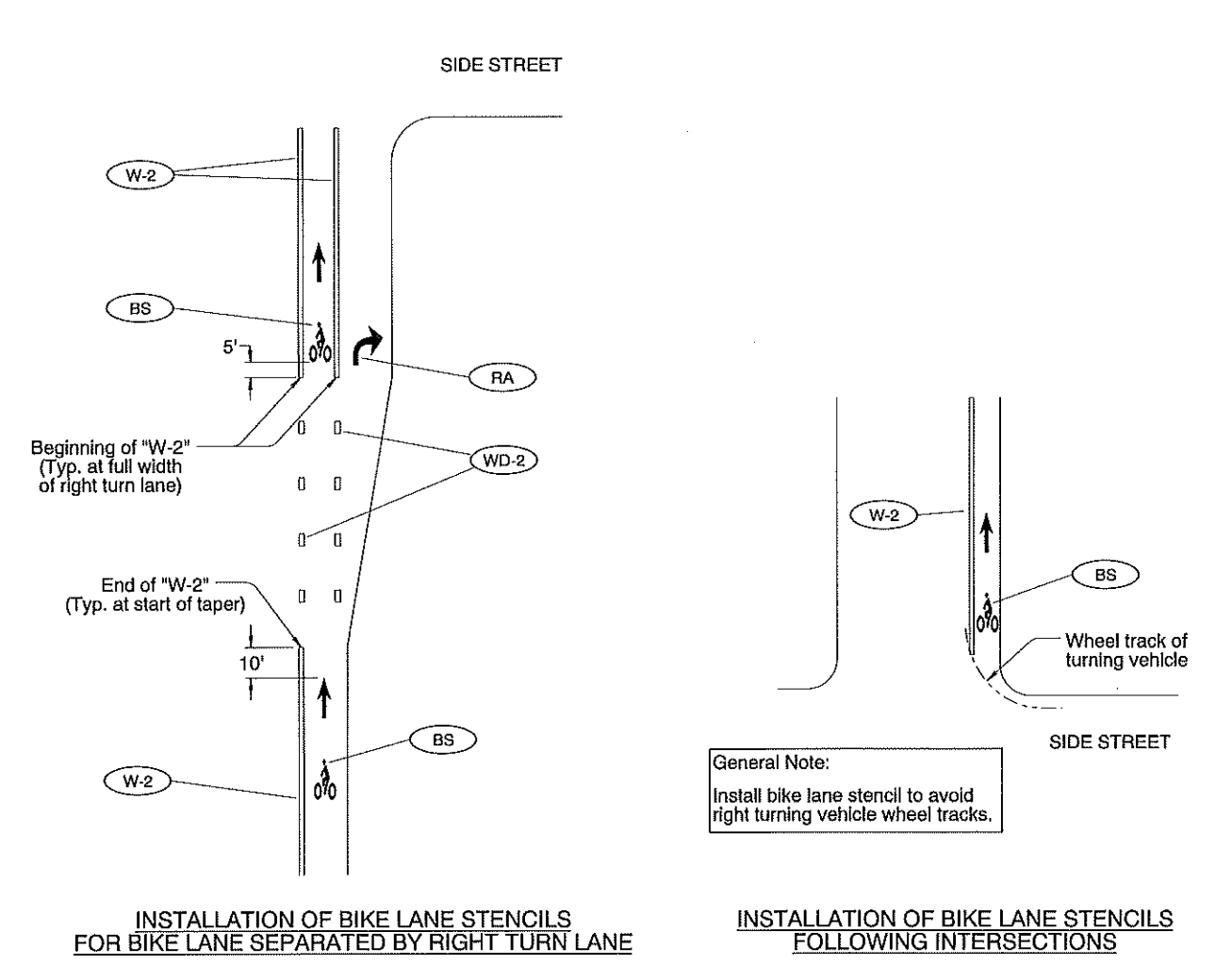
TM530.dgn 1-3-2017



* Stop bar shall be placed as near as possible to the intersecting traveled way. Locate stop bar 4' min. to 30' max. in advance of the extended fog line, edge of pavement, or curb face. Minimum stop bar distance may need to be increased, depending on location of pedestrian ramps (see Detail "A") and/or vehicle turn radii (see Detail "B"). Field verify sight distance and truck turning movements.



TM530



General Note:
1. Install crosswalk bars such that the throat of the ADA ramp is entirely within crosswalk markings, or 5' back of extended fog line, edge of pavement, or curb face.

LEGEND

← Direction of Travel

L - Lane line dimensions are shown on the striping plans

To be accompanied by Standard Dwg. Nos. TM500 thru TM503

CALC. BOOK NO. <u>N/A</u>	BASELINE REPORT DATE <u>July 8, 2016</u>	
<p><i>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i></p>	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
	<p>OREGON STANDARD DRAWINGS</p> <p>INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR & BIKE LANE STENCIL)</p> <p>2018</p>	
	DATE	REVISION DESCRIPTION

IMPORTANT INFORMATION
Regarding State and Federal Prevailing Wage Rates

Project Number: P21161

Project Title: G St. , 21st St., and 5th St. Crossings

Effective January 1, 2006, Oregon State Senate Bill 477 requires that workers on certain public works projects be paid the higher of federal or state prevailing wage rates. It has been determined that this public works project is subject to both Federal and State Prevailing Wage Rate Laws. Contractors for this project must pay the higher of the state or federal prevailing wage rates. Contractors are responsible for identifying changes in the final Davis-Bacon wage decision and comparing these changes to the State PWR. In all cases, the Contractor is responsible for paying the higher of the state or federal prevailing wage rate for each job classification.

Federal Davis Bacon Wage Decision:

The current Federal Davis Bacon Wage Decision included in this bid packet is the decision that was in effect on the first date of solicitation. These rates may change. Ten days prior to the deadline for submission of bids the City will check the Wage Determinations OnLine website to determine if the rates applicable to this project have changed. If the rates have changed, the City shall make a reasonable effort to notify all parties that purchased a bid book of the change.

Current Federal Davis Bacon Wage Decision: #OR20200001 Mod 3 03/13/2020

Located on: <https://beta.sam.gov/>

Oregon Prevailing Wage Rate Publication:

The Oregon Wage Determination and the State Prevailing Wage Rate Selector for Lane County can be found at:

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

For the proper Prevailing Wage Rates applicable to this project please refer to the following publications:

- 1.) *Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon with an effective date of January 1, 2020 and the Prevailing Wage Rate Amendment Effective February 1, 2020.*
- 2.) *State Apprenticeship Rates with an effective date of February 1, 2020.*

"General Decision Number: OR20200001 03/13/2020

Superseded General Decision Number: OR20190001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	03/06/2020
3	03/13/2020

BROR0001-006 06/01/2018

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

Rates

Fringes

BRICKLAYER.....\$ 38.00 19.83

BROR0001-007 06/01/2018

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON,
KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR
(SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.00 19.83

CARP9001-001 06/01/2019

ZONE 1:

Rates Fringes

Carpenters:

CARPENTERS.....\$ 40.88 16.87
DIVER STANDBY.....\$ 51.94 16.87
DIVERS TENDERS.....\$ 45.71 16.87
DIVERS.....\$ 89.71 16.87
MANIFOLD AND/OR
DECOMPRESSION CHAMBER
OPERATORS.....\$ 45.71 16.87
MILLWRIGHTS.....\$ 40.90 16.87
PILEDRIVERS.....\$ 41.44 16.87

DEPTH PAY:

50 to 100 feet \$2.00 per foot over 50 feet
101 to 150 feet 3.00 per foot over 50 feet
151 to 200 feet 4.00 per foot over 50 feet
over 220 feet 5.00 per foot over 50 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$1.25
Zone 3 - 1.70
Zone 4 - 2.00
Zone 5 - 3.00
Zone 6 - 5.00
Zone 7 - 10.00

ZONE 1 - All jobs or projects located within 30 miles of the
respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the
respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the
respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

ZONE 7 - More than 100 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2020

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following

listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2019

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

ELEC0280-003 01/01/2020

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 49.51	19.79
ELECTRICIAN.....	\$ 45.01	19.79

ELEC0291-006 12/06/2019

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 34.82	6%+13.26
ELECTRICIAN.....	\$ 31.65	6%+13.26

* ELEC0659-004 02/01/2019

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.09	20.22
ELECTRICIAN.....	\$ 35.19	16.80

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

* ELEC0932-004 01/01/2020

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 40.53	20.27

ENGI0701-005 01/01/2020

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;

CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more;
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over;

Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot

(150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine;

Ultra High Pressure Water Jet Cutting Tool System Operator;
Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump

(any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

 IRON0029-004 07/01/2019

	Rates	Fringes
IRONWORKER.....	\$ 38.00	28.86

 LABO0737-001 06/01/2019

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 31.56	14.60

 LABO0737-008 06/01/2018

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.70	13.82
GROUP 2.....	\$ 30.81	13.82
GROUP 3.....	\$ 25.77	13.82

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.85
- Zone 3 - 2.00
- Zone 4 - 3.00
- Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Guniting Nozzleman; Hazardous Waste Laborer; High Scalars; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

 PAIN0055-002 07/01/2019

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

 PAIN0055-033 07/01/2019

	Rates	Fringes
PAINTER		
Area 1: CLACKAMAS,		
CLATSOP, COLUMBIA,		
GILLIAM, HOOD RIVER,		
MARION, MULTNOMAH, MORROW,		
POLK, SHERMAN, TILLAMOOK,		
UMATILLA, UNION, WALLOWA,		
WASCO, WASHINGTON, and		
YAMHILL Counties		
Painters.....	\$ 25.14	12.90
Area 2: BAKER, BENTON,		
CROOK, DESCHUTES, GRANT,		
HARNEY, JEFFERSON, LAKE,		
LANE, LINN, LINCOLN,		
MALHEUR, and WHEELER		
Counties		
Painters.....	\$ 24.14	12.90
Area 3: COOS, CURRY,		
DOUGLAS, JACKSON,		
JOSEPHINE, and KLAMATH		

Counties

Painters.....\$ 22.14 12.90

All high work over 60 ft. = base rate + \$0.75

PLAS0555-001 07/01/2019

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

TEAM0037-004 06/01/2019

ZONE 1:

TRUCK DRIVERS (See Footnote C):

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot

car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER

EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

 SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. As used in this Notice, and in the Contract resulting from this solicitation, the covered area is as shown below. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetable for Minority and Women Utilization and Covered Area

Timetable	Until Further Notice
Economic Area:	173 (Eugene, OR)
Metropolitan Statistical Area (MSA):	2400 (Eugene-Springfield, OR)
Counties Involved:	Lane, OR
Minority Utilization Goal:	2.4%
Female Utilization Goal:	6.9% (Statewide)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), incorporated herein by reference, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. As required by CFR 60-4.2(d) the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The Contractor shall also provide the City with a copy of all notifications submitted to the Director of the Office of Federal Contract Compliance Programs.

Portland Office: US Dept of Labor
ESA - OFCCP
1515 SW 5th Ave., Suite 1030
Portland, OR 97201
(503) 326-4112

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

This form shall be submitted by the Contractor and all Subcontractors performing work on this project. The Contractor shall include the completed form with their bid. Subcontractors shall be required to submit a completed form prior to bid award.

The following certifications and disclosures are made per the provisions contained in FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions and 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- (1) The Bidder, by signing its offer, hereby certifies to the best of their knowledge and belief that:
 - (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on their behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on their behalf in connection with this solicitation, the Bidder shall complete and submit, with their bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the City at the address shown below.
 - (c) The undersigned shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards certify and disclose accordingly. Copies of all certifications shall be submitted to the City at the address shown below.

(2) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Failure to furnish a certification or provide such additional information as requested may render the Bidder non-responsible.

Company Name

Signature

Date

Submission Address:
City of Springfield
Development and Public Works Department
Attention: Terri White
225 Fifth Street
Springfield, OR 97477

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address, City State and Zip _____

1.) Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes_____ No_____ (If Yes, identify most recent contract) _____

2.) Compliance reports were required to be filed in connection with such contract or subcontract.

Yes_____ No_____ (If Yes, identify most recent contract) _____

3.) Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes_____ No_____ None Required_____

4.) If answer to Item 3 is No, please explain in detail below.

I certify that the information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer - please print

Signature

Date

Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development. CHAPTER I - OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER B - EMPLOYMENT AND BUSINESS OPPORTUNITY. PART 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS. Subpart B - Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

(i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).