



**CITY OF SPRINGFIELD**

**Project # P11014**

**Carter Building Pre-Demolition Hazardous  
Materials Abatement and Disposal Project**



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Documents indicated with a checkbox must be included with each bid submittal for the bid to be considered responsive. *Documents without a checkbox do not need to be included in the bid submittal.*

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

**Public Works Capital Improvement Project**

**Project No. P11014**

**Title: Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project**

**Description:** Provide hazardous building materials abatement and removal services as necessary to allow for demolition of this facility. Comply with all regulatory Local, State and Federal requirements necessary to perform this work. Secure all required permits, testing and clearances

A **NON-MANDATORY** pre-bid meeting will be held on **Wednesday July 20, 2022 at 10:00 am**. The meeting will be held onsite at 220 5<sup>th</sup> Street, Springfield, OR 97477.

Bid documents are available **Sam Kelly Quattrocchi at 541-726-3713 or [skellyquattrocchi@springfield-or.gov](mailto:skellyquattrocchi@springfield-or.gov)** or from the City of Springfield City Hall, City Manager's Office or Development and Public Works Department, 225 Fifth Street, Springfield, OR 97477, for a no charge and are available for viewing at this location. Bid documents are available online at <https://springfield-or.gov/city/finance/itbrfp/>. *Bid books on file with plan centers are incomplete and cannot be submitted as completed bids.*

The **deadline for submitting questions** regarding this Invitation to Bid is **Tuesday July 26, 2022, at 2:00 pm**. Contact with other City officials may be grounds for disqualification of the bid. All questions should be addressed to Sam Kelly Quattrocchi at 541-726-3713 or [skellyquattrocchi@springfield-or.gov](mailto:skellyquattrocchi@springfield-or.gov).

Any bidder requiring special assistance or auxiliary aids during the bidding and award process should contact **Sam Kelly Quattrocchi at 541-726-3713 or [skellyquattrocchi@springfield-or.gov](mailto:skellyquattrocchi@springfield-or.gov)** at least two (2) business days before the scheduled program, activity, or meeting for hearing assistance or a sign language interpreter and at least five (5) business days before the event for all other meeting accommodations. Assistive listening systems are available for the hearing impaired in the Municipal Courtrooms and City Council Chambers. TTY users dial Oregon Relay Services at 711. Requests for documents in alternate formats should be submitted at least ten (10) calendar days prior to the date the materials are needed to allow time for the City to respond to the request. At the discretion of the City, submission deadlines may be extended to accommodate a request for alternate formats.

This project is subject to the state prevailing wage rates under ORS 279C.800 to 279C.870. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. In accordance with ORS 279C.365, the City will not consider a bid unless it contains a statement by the bidder that they will comply with ORS 279C.838 through ORS 279C.870.

All Contractors 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.

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

Sealed bids will be received at City Hall Development and Public Works, Southeast Quad, Attn: Sam Kelly-Quattrocchi, Legislative & EcDev Analyst Contracts Analyst, 225 Fifth Street, Springfield, OR 97477, until, but no later than **2:00 pm Local Time, Wednes August 3, 2022**, and opened immediately online in a Teams meeting for the construction of the following public works improvement project in the City of Springfield:

Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)

**Or join by entering a meeting ID**

Meeting ID: 294 211 001 781

Passcode: VFou2k

**Or call in (audio only)**

[+1 689-206-0340,,422142345#](#) United States, Orlando

Phone Conference ID: 422 142 345#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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**Construction Bid Submittal**

**Project No. P11014**

**Project Title: Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project**

Item No.	Description	Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
	Concealed White Terrazzo VSF/Yellow Mastic (E-14A,14B, 14C)		60	Sq. Ft.		
	12x12 Brown Streaks VFT (E-16A)		40	Sq. Ft.		
	Concealed 12x12 Light brown VFT (E-21A)		940	Sq. Ft.		
	Tan mastic associated with blue patterned carpet (W-10A)		4000	Sq. Ft.		
	Concealed off-white speckled VFT (W-14A)		420	Sq. Ft.		
	Brown patterned VSF(W-17A, 17B, 17C)		30	Sq. Ft.		
	Wall Joint compound associated with E-23 (E24D, 24E, 24F)		8000	Sq. Ft.		
	White Popcorn Ceiling Texture (W-19A)		3200	Sq. Ft.		
	Layered Black Roofing Shingle Tar Paper (E-31B, W-26A, 28B, 26C, 26D, 26E))		5900	Sq. Ft.		
	Exterior Gray Window Glazing (E-27A, 27C)		20	Sq. Ft.		
	PCB Ballasts		152	Each		
	Florescent Tubes/bulbs		590	Each		
	Thermostats		2	Each		
	Lead containing batteries		5	Each		
	Cost to Provide immediate sampling of unknown materials that may contain hazardous materials encountered during abatement/removal		1	Each		
	Cost to Provide testing and reporting of unknown materials that may contain hazardous materials encountered during abatement/removal		1	Each		
					<b>TOTAL BID</b>	

**Terms, Declarations and Bid Submittal**

**Bidder's Understanding**

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information

from data at hand regarding underground or other conditions or obstructions depicted in the Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

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

### **Bid**

The undersigned Bidder having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete the project in accordance with this Bid, the Contract Plans, Section 100 of the City of Springfield Standard Construction Specifications, 1994 Edition and all subsequent modifications, Parts 00200 through 03000 of the 2021 Oregon Standard Specifications for Construction, 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.

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**

The Contractor shall not begin work under this Bid until written Notice to Proceed has been received and a pre-construction meeting has been held. The Contractor shall complete the work under this Bid by September 16, 2022.

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.) 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. 2762 as applicable.
- 2.) 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.
- 3.) 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.

- 4.) 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.
- 5.) 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.
- 6.) 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).
- 7.) 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.
- 8.) 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 13 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.
- 9.) 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.
- 10.) 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.
- 11.) 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).
- 12.) 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.
- 13.) 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.
- 14.) 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.
- 15.) 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.
- 16.) 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.
- 17.) 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.

### **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 \_\_\_\_\_

Date \_\_\_\_\_ E-mail Address \_\_\_\_\_



# CITY OF SPRINGFIELD

## INSTRUCTION TO BIDDERS

Local Funding Sources

### **1. Contracting Law**

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

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

### **2. Prequalification**

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with ODOT or the City, may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work. In this regard, please thoroughly review and comply with the requirements of Section 5.5 References.

### **3. Contract Documents**

#### **3.1 Plans and Specifications**

Plans, Specifications, and any additional information relative to this project which are on file in the City Engineer's Office shall be made available there for inspection by prospective Bidders.

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

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

#### **3.3 Interpretation of Contract Documents**

If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, 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 an accurate e-mail address 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.

### 3.4 Addenda to Contract Documents

Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at [Invitations to Bid - City of Springfield Oregon \(springfield-or.gov\)](https://www.springfield-or.gov/Invitations-to-Bid); click under the project the addenda pertains to. 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.

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

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

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

## **5. Bid**

### 5.1 Bid Submittal and Forms

The complete set of bid documents for this project consists of two sections, the Invitation to Bid Documents and the Project Plan Set.

For the City of Springfield to consider your bid responsive, you must include all documents listed in the Instruction to Bidders, in numerical order according to the Table of Contents.

The forms that must be included with all bid submittals, include:

1. Bid Submittal, Terms and Declarations
2. First- Tier Sub-contractor disclosure form
3. Financial Responsibility Form
4. Minority, Woman and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)
5. Certificate of non-discrimination regarding ORS 279A.110
6. Certificate of non-collusion
7. Certificate of residency
8. Certificate of compliance with Oregon tax laws
9. Bid Bond

The Project Plan Set is not required to be submitted as part of your bid.

Additionally, any addendums or revisions must be acknowledged and submitted with 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: 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.

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.

Sealed Bids shall be labeled clearly, addressed to Amanda Clinton, Contracts Analyst, and received at City of Springfield, City Hall, Development and Public Works, "Southeast Quad", 225 Fifth St. Springfield, Oregon, 97477 at, or before, the time and date noted on the Invitation to Bidders, 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 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.

#### 5.2 First Tier Subcontractor Statement

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

#### 5.3 Non-Discrimination

Pursuant to ORS 279A.110, that the bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the bidder has violated subsection (1) of ORS 279A.110. The Bidder certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

#### 5.4 Non-Collusion

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on

a separately attached statement. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement. The bidder understands and acknowledges that the above representations are material and important and will be relied on by the Agency, in awarding the contract(s) for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Agency, of the true facts relating to the submission of bids for this contract.

#### 5.5 Compliance With Oregon Tax Laws:

By signature on this bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of bidder, that the undersigned has authority and knowledge regarding bidder's payment of taxes, and that bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

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

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

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

#### 5.7 Late Bids

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

#### 5.8 References

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

The City reserves the right to investigate the references, financial capacity, credit history and past

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

### 5.9 Bid Ownership

All material submitted by the Contractor shall be considered the property of the City, and as such, shall not be returned to the Contractor after the deadline for submission of the Bid in question has passed. After opening, all bids will become part of the public record unless exempt under Oregon Public Records Law, see ORS 192.501, ORS 192.502 and ORS 279C.340.

### 5.10 Rejection of Bids

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

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

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

## **6. Payments by Contractor**

### 6.1 Wages

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

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

It shall be the responsibility of the Contractor and any Subcontractor to post the prevailing wage rates on

the job site in a conspicuous place which is accessible to employees and must remain posted for the duration of the job.

#### 6.2 Certification

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

# CITY OF SPRINGFIELD CONTRACT

State and Local Funding Sources



**Project No.** P11014

**Project Title:** Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project

**Description:** Provide hazardous building materials abatement and removal services as necessary to allow for demolition of this facility. Comply with all regulatory Local, State and Federal requirements necessary to perform this work. Secure all required permits, testing and clearances

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 or 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 covering the replacement cost of the applicable materials prior to the release of payment. 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](mailto:nbell@springfield-or.gov) with a copy to Terri White at [twhite@springfield-or.gov](mailto: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**

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

### **A. Notice**

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

### **B. Prevailing Wage Rate**

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

### **C. Submission of Certified Payrolls**

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5<sup>th</sup> 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 if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

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

## **11. 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.

## **12. INELIGIBLE 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).

## **13. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS/TERMINATION FOR 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. Damages or costs resulting from noncompliance shall be the sole responsibility of the Contractor. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield.

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 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 bid, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit bids for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the 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 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

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. NONDISCRIMINATION**

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

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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 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.

#### **19. 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.

#### **20. ACCESS TO RECORDS**

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

#### **21. 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.

#### **22. 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.

#### **23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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:**

\_\_\_\_\_  
**<Insert Signer's Title>**

\_\_\_\_\_  
**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

## PREVAILING WAGE RATE INFORMATION

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Prevailing Wage Rates information can be found at the following website:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.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, 2022.*

*The following Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon also apply;*

- a.) *Amendments to Oregon Determination, Effective April 1st, 2022. Occupation and Premium/Differential Pay*



# **CITY OF SPRINGFIELD**

## **Special Provisions**

**for**

## **Project # P11014**

# **Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project**

## **SPECIAL PROVISIONS**

### **SECTION A – General Requirements**

#### **S3087 – Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project**

##### **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 to 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 shall be addressed to and received at the Office of the Finance Director, City Hall, 225 Fifth St. Springfield, Oregon, 97477 at, or before, the time and date noted on the Invitation to Bidders, 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 an accurate e-mail address 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 [www.springfield-or.gov/DPW/InvitationBid.htm](http://www.springfield-or.gov/DPW/InvitationBid.htm). 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 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 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 bid, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit bids for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the 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 Administration  
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 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."

### **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 a least \$2,000,000. The policy shall include coverage for contractual liabilities.

##### Comprehensive Automobile Liability Insurance

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

##### Additional Insured Endorsement

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

##### Property Insurance

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

### Workers' Compensation Insurance

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

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

### Additional Policies and Special Coverages

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

### Certificates of Insurance

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

### **INSERT IN ITS PLACE THE FOLLOWING:**

#### "INSURANCE

All insurance shall 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

The Contractor shall maintain in full force for the duration of this Contract an All Risk insurance policy approved by the City as to terms, conditions and form covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect/Engineer, as applicable, and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

#### Asbestos Abatement (only applicable to Asbestos Specific Contracts)

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

- 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](mailto:nbell@springfield-or.gov) with a copy to Amanda Clinton at [aclinton@springfield-or.gov](mailto:aclinton@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:

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5<sup>th</sup> 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 if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

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

### **A1.15 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 20<sup>th</sup> 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 Project # P11014**

**S3087**

#### **Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project**

##### **B1. GENERAL**

###### 1. Project Description

- a. Abatement, removal and proper disposal of all Hazardous materials from the building as described in Exhibit A.
- b. Project consists of removal and disposal of all asbestos-containing building materials, mercury containing light tubes and switches, and suspect PCB-containing light ballasts to facilitate building demolition. Project may include selective demolition of building finishes and sections of concrete slab to access concealed materials. Contractor shall remove and dispose of all building finishes, mechanical equipment, loose furnishings, built-in casework and fixtures, and any other obstructions from the work areas to access concealed materials.
- c. Refer to Exhibit A for approximate quantities, the locations and for additional information.
- d. All work shall be complete by September 30, 2022. Start date can vary but once work starts it shall be continuous until complete. The building is not and will not be occupied. Contractor does not have to worry about protecting finishes etc. as the building is to be demolished. However, the contractor shall maintain and leave the building in a secured, safe and code compliant condition.

###### 2. Codes and Standards

- a. 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.

###### 3. Project Site

- a. The Site consists of an approximately 12,500 sq ft building located at the northwest of the intersection of Fifth Street and A Street in Springfield, Oregon; addressed as 422, 430, 432, 444, and 450 A Street and 204 Fifth Street; Map 17-03-35-31, Tax Lots 02800 and 02900.
- b. Work Area Access: Buildings will not be occupied during work. Access to the work area will be available 24 hours a day 7 days a week. Contractor shall comply with all local noise ordinances when conducting after hours work.
- c. Limit use of the premises to construction activities in areas indicated.
- d. Site Access: Maintain streets and drives and building entrances and exits clear and protected at all times to Owner's, employees. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
- e. Parking and Contractor Staging Areas shall be limited to the red colored paved area on the east side of the building

- f. Contractor shall be required to enter into a contract with the City and abide by all contract and conditions along with applicable codes and ordinances.
  - g. Secure all required permits for demolition and disposal of demolished material including City permits, and any permits required by the DEQ and/or LRAPA (as necessary) for hazardous material abatement and disposal.
  - h. Provide worker certifications as required by the DEQ and/or LRAPA.
  - i. Provide waste shipment and disposal records as required by codes, ordinances and permits.
4. Project Scope
- a. Contractor will provide a hazardous building materials abatement/removal service as necessary to allow for demolition of this facility. Comply with all regulatory Local, State and Federal requirements necessary to perform demolition of the subject improvements describe herein. Include a proposed time schedule for the abatement/removal project based on your findings.
  - b. Types of Work Included
    - i. Floor Tile and Mastic Abatement – Remove and dispose of all asbestos-containing floor tile and mastic throughout the building as identified in Exhibit A. The tile and mastic may be concealed under other non-asbestos floor coverings in some locations and is applied to concrete substrates. Floor tile may also be concealed under some interior demising walls.
    - ii. Sheet Floor– Remove and dispose of all asbestos-containing sheet floor, shelf, and wall coverings as identified in Exhibit A.
    - iii. Wall joint compound - Remove and dispose of all gypsum board with asbestos containing joint compound, texture, and/or skim coat as identified in Exhibit A throughout building areas identified on the abatement survey. Contractor shall remove all fasteners and other appurtenances associated with the gypsum board systems. Portions of the gypsum board finishes may be concealed behind other finish materials and fixtures.
    - iv. Window glazing. If windows are removed or broken in this process contractor shall secure the openings with 5/8" thick plywood secured in place with no outward facing fasteners.
    - v. Tar paper. As this will expose the roof decking, once removed cover the abated area with 15-mil Plastic Vapor Barrier and secure in place with wood nailers. Plastic should extend 18" beyond abated areas or as far as practicable.
    - vi. Popcorn ceiling texture – Remove and properly dispose of all suspect texture.
    - vii. Fluorescent Light Fixture Abatement – Remove and properly dispose of all suspect PCB-containing ballasts. Leaking ballasts shall be handled in accordance with specifications and all state and federal regulations. Light fixture components with residual fluid from any leaking ballasts shall be removed and properly disposed of. All fluorescent light tubes are assumed to contain mercury. Contractor shall properly handle, remove, and recycle all fluorescent light tubes, including stockpiled tubes.
  - c. Provide written progress reports on abatement work as requested by the City.
  - d. Provide for the proper removal and disposal of all hazardous materials found in the building
  - e. Provide oversight of any abatement subcontractors
  - f. Act as the liaison between the Owner and all governing agencies

- g. Provide air quality monitoring during the abatement process including the establishment of baseline air quality levels prior to the start of the abatement process in any given area.
  - h. The City will hire a third party to provide clearance testing at the completion of construction in each area. If area does not pass contractor shall take all necessary actions to bring into compliance at no additional cost.
  - i. Provide immediate sampling, testing and reporting of unknown materials that may contain hazardous materials encountered during abatement/removal.
  - j. Provide written progress reports on abatement work as requested by the City.
  - k. Provide all final documentation required by governing authorities
  - l. Provide comprehensive hazardous material final report and letter specifying the hazardous material abatement process has been completed and is in accordance with all requirements, codes and ordinances.
  - m. Work will be deemed substantially complete when all specified materials have been removed, final visual inspections and clearance air monitoring have been satisfactorily completed, all containment barriers have been removed, and all waste has been removed from the premises and properly disposed of.
5. Work Sequence
- a. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
  - b. Work will be deemed substantially complete when all specified materials have been removed, final visual inspections and clearance air monitoring have been satisfactorily completed, all containment barriers have been removed, and all waste has been removed from the premises and properly disposed of.
  - c. Achieve Final Completion within two (2) days following the date of Substantial Completion.
6. Use of premises
- a. Work Area Access: Buildings will not be occupied during work. Access to the work area will be available 24 hours a day 7 days a week. Contractor shall comply with all local noise ordinances when conducting after hours work.
  - b. Limit use of the premises to construction activities.
  - c. Site Access: Maintain drives and building entrances and exits clear and protected at all times to Owner's, employees, and public access and for use by emergency personnel. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
  - d. Parking: A Contractor parking area will be identified by the Owner prior to the start of work.
  - e. Contractor Staging Areas: Staging areas will be identified by the Owner prior to the start of work.
  - f. Construction Operations: Limited to areas indicated on Exhibit A.
7. Work under separate contracts
- a. Separate Contract: Owner will award a separate contract for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.
  - b. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
8. Safety requirements
- a. Safety must not be sacrificed for the sake of productivity or expedience. Take all reasonable precautions to prevent endangerment or injury. Advise and coordinate operations with the City.

- b. All contractors who perform work on City property, and their employees, are expected to know the City's expectations for safe work and to adhere to those expectations.
  - c. Contractors are to adhere to the regulations of Oregon OSHA for all projects within the City.
9. General safe work practices
- a. Staff and the public shall not be put at risk by the activities of contractors or their employees.
  - b. Safe vehicle operation rules are to be followed at all times. These include positioning vehicles to minimize the necessity of backing and providing a "spotter", someone who will make sure that people do not run into the path of a vehicle when driving on a playground or field that is occupied.
  - c. Tools shall never be left out when an unsecured work area is vacated.
  - d. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
  - e. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
  - f. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
  - g. "Secured Work Area" is defined as an area having a perimeter locked openings or a 6' cyclone fence if needed, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
  - h. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.
10. Communication regarding unsafe practices
- a. Upon perceiving a problem, the City will immediately communicate the concern to the Contractor or Contractor's representative on the work site.
  - b. If agreement on correction of unsafe conditions cannot be reached, the concerns of the City shall prevail and safety concerns shall be addressed in accordance with the City requirements.
11. Electrical panels – lockout-tagout
- a. Contractor shall implement a Lockout/Tag-out program for his employees who take equipment out of service or place equipment back into service.
  - b. Arc false – Electrical safety
    - i. Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents.
      - a. (current editions).
12. Administrative Procedures:
- a. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to the following:
    - i. Preparation of Contractor's Construction Schedule.
    - ii. Preparation of the Schedule of Values.
    - iii. Installation and removal of temporary facilities and controls.
    - iv. Delivery and processing of submittals.
    - v. Progress meetings.
    - vi. Preinstallation conferences.
    - vii. Project closeout activities.
    - viii. Key Personnel Names: Within 15 days of Notice-to-Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and

- responsibilities; list addresses and telephone numbers, including pager, cell, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
- ix. Preconstruction Conference: Owner's Project Manager will schedule a preconstruction conference before starting construction, no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - x. Attendees: Owner's Project Manager, as required; Contractor and its superintendent; major subcontractors; suppliers; and other concerned.
- b. Submittal prior to commencing work
- i. Insurance: Written proof that the Contractor carries the insurance required.
  - ii. Written proof that all employees are AHERA certified and Oregon State certified Full-Scale Asbestos Workers. Proof shall include copies of both sides of each Workers' Oregon State Asbestos Removal and Supervisor cards. All cards must be current.
  - iii. The name and resume of experience of the assigned on-site Supervisor. At a minimum, the supervisor shall have completed a DEQ Asbestos Supervisor Course as approved by the State of Oregon. Other criteria, such as references and similar projects, shall be included for review. The City reserves the right to reject the Supervisor at any time during the project. The Contractor shall then assign another on-site Supervisor for the City's approval as described above.
  - iv. Written proof that the asbestos abatement contractor is currently, and for the duration of the project, licensed in the State of Oregon to perform asbestos abatement, per ORS Chapter 701 and ORS 340, Division 23. A written emergency control and clean-up plan to be followed by the Contractor in the event that fiber counts are in excess of those specified.
  - v. A written respiration program in compliance with all parts of OSHA Asbestos Regulations CPR Title 29, Part 1910, Section 1910.1001.
  - vi. Information pertaining to the proposed Air Monitoring Program for this Project. This information shall include name(s) of on-site Monitoring Technician(s), types of equipment sampling procedures, calibration record-keeping, and the Testing Laboratory to be used. Provide written proof that Testing Laboratory, laboratory personnel, analytical procedures, and quality control procedures are in compliance with CFR 29, Section 1926.58, including Appendices A and B.
  - vii. Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI Z9.2.
  - viii. Written medical exam program per OSHA Asbestos Regulations CFR Title 29, part 1926.58.
  - ix. Copy of Notice of Intent to Encapsulate or Remove Asbestos, submitted to Lane Regional Air Pollution Authority with evidence of payment of fees.
  - x. Legible copies of SDS sheets for all products the Contractor intends to use on this Project.
  - xi. Written proof that all required permits and arrangements for transport and dispose of asbestos-containing or contaminated materials have been obtained and materials will be disposed of at a site approved by EPA and other governmental agencies having jurisdiction.
  - xii. Schedule for asbestos abatement showing decontamination procedures, plans for construction and location of decontamination enclosure systems, negative pressure fans, etc., in compliance with these Specifications and all applicable regulations. Schedule shall show systematic flow of work throughout the facility on a day-by-day, room-by-room or area-by-area basis. Closely coordinate the work with the City.
- c. Submittals following commencement of work

- i. Information required above regarding any new asbestos workers hired by or subcontracted to, the Contractor before any new asbestos abatement workers begin work.
- ii. Any amendments to the original LRAPA notification.
- iii. Written identification to the City of any subcontractors or major suppliers.
- iv. Air Monitoring test results for the previous day's work, submitted on a daily basis.
- v. On a Weekly basis: of work-site entry logs.
- vi. Logs documenting filter changes on respirators, HEPA vacuums, and air filtration machines.
- vii. Daily logs filled out by the on-site Supervisor.
- d. Final submittals
  - i. Submit a summary of all abatement activities, outlining any changes from the original Scope-of-Work or problems encountered in completing the Work. Include the start and completion dates along with copies of all required submittals. Submit copies of all amended LRAPA notifications, all Asbestos Waste Shipment Records, completely filled out and signed as required by LRAPA, along with tickets or receipts from the disposal site, worker certifications for all workers who were involved with the Project, and all air monitoring data. Summary of Abatement Activities with Submittals, Worker and Supervisor Certifications for all workers on the Project, Air Monitoring Data, Complete list of Contractors and all subcontractors with address, phone numbers and work numbers.

### 13. Quality requirements

- a. This Section includes administrative and procedural requirements for quality assurance and quality control
- b. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - i. Specific quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - ii. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - iii. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- c. Conflicting requirements
  - i. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, for a decision before proceeding.
  - ii. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- d. Air monitoring by contractor
  - i. An Independent Testing Laboratory shall be retained by the Contractor. All air monitoring analysis shall be performed by an Air Monitoring Technician. The Technician must be experienced and trained in asbestos sampling and analysis. At a minimum, documentation of prior asbestos sampling and analysis

experience, plus satisfactory completion of the NIOSH 582 course or equivalent formal asbestos education, will be required. Air sample collection may be performed by an Air Monitoring Technician or the Contractor's foreman at the Contractor's option.

- ii. Documentation shall be kept for each filter sample procured as to worker sampled, work area location, date and time taken, volume of air drawn through filter, pump identification number and calibration. Documentation shall indicate in what areas tests were taken and shall clearly indicate the specified maximum allowable fiber levels for each area tested. Report all data on copies of "Asbestos Air Sampling Data Form" bound in these Specifications or similar form. Fill in all information on every form. Submit chain-of-custody records along with all samples.
- iii. The samples shall be collected on 25 mm filters and analyzed within 12 hours using the membrane filter method at 400-500x magnification with phase contrast illumination—NIOSH Analytical Method No. 7400—for laboratory and field analysis. The analyst shall sign and submit permanent records of all samples analyzed directly to the Project Designer. The Independent Testing Laboratory shall seal the unused portion of all filters in airtight containers so that individual samples can be reanalyzed at a later date if necessary. The containers shall be clearly labeled with Project Name and Sample Number and shall become property of the City at work completion at the City's request.
- iv. The Contractor's testing laboratory shall submit sample analysis results to the Project Designer verbally within 18 hours from the time of collection and written within two weeks including chain-of-custody and equipment calibration records.
- v. Contractor's Sampling During Abatement:
- vi. Air monitoring shall be performed to provide samples during the period of asbestos abatement in each work area. Sampling shall begin when asbestos removal commences and performed during each 8-hour work shift until abatement is complete in that work area.
- vii. The Contractor shall determine which worker(s) in each work area is likely to be experiencing the most severe exposure. This is the "Most Contaminated Worker(s)". 8- hour TWA and 30-minute excursion samples shall be collected on this worker(s). This worker shall wear a personal sampling pump and the sample shall be drawn from the breathing zone of this worker.
- viii. The number of air samples shall be determined by the Contractor, and may be altered during the project based on work activity and results.
- ix. The maximum allowable fiber levels shall be as determined by the Project Designer based on the respiratory protection being utilized. Contractor shall notify the Lane Regional Air Pollution Authority (LRAPA) of air monitoring clearance results as supplied by Air Monitoring Firm. Notification shall be within 30 days after monitoring procedures were performed in accordance to LRAPA 43-015-7.D.

14. Air monitoring by owner

- a. The City will retain an experienced Air Monitoring Firm to collect and analyze asbestos air samples. The buildings are scheduled for demolition and will not be reoccupied. All air clearance testing will be performed according to LRAPA regulatory requirements.
- b. The City will provide PCM air clearance monitoring. Documentation of sample results will be forwarded to the Contractor as appropriate to regulatory requirements.
- c. The City will provide TEM Air Clearance Monitoring for all locations in the Base Bid as appropriate to regulatory requirements. Any other TEM Air Clearance Monitoring will be at the cost of the Abatement Contractor. Documentation of sample results will be forwarded to the Contractor as appropriate to regulatory requirements.
- d. Samples analyzed by Phase Contrast Microscopy will use NIOSH Analytical Method No. 7400. Samples analyzed by Transmission Electron Microscopy will use the AHERA methodology, 40 CFR Part 763.

e. City's Air Sampling During and After Abatement:

- i. Air Sampling Table is to be used as a guide. The City's Project Designer may modify criteria. Modifications to the Maximum Allowable Fiber Count shall be made in writing by the City.

Type of Sample	Samples per 8-Hour Work Shift	Average Sample Volume in Liters (L)	Approximate Flow Rate	Maximum Allowable Fiber Count (f/cc)
HEPA Fan Exhaust	1 or selected units	400-2000 L	2-15 LPM	0.01 f/cc 0.01 s/cc
Outside of Work	1-5	400-2000 L	1-10 LPM	0.01 f/cc 0.01 s/cc
Clearance PCM	5	800-3000 L	1-15 LPM	0.01 f/cc
Clearance TEM	5	1200-1800 L	2-10 LPM	Average of 70s/mm <sup>2</sup>

- ii. To ensure the movement of air and the elevation of any remaining particulates within the work area enclosure while clearance sampling is occurring, the HEPA-filtered exhaust air machine(s) is to be in continuous operation.
- iii. Analysis of clearance samples shall be by Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) as appropriate. The z-test will not be utilized.
- iv. If additional sampling is required due to unsatisfactory clearance results, breeches in containment, etc. the Contractor shall bear all associated additional costs, including analysis, air monitoring costs, and shipping costs.
- v. The City reserves the right to monitor Contractor's performance via air samples on abatement, workers, and in the work area in addition to the Contractor's air monitoring.

f. Quality assurance

- i. If, at any time during the work, analysis of an air sample taken by the Contractor, City, or City's representative, indicates a fiber count in excess of the allowable maximums specified, the Air Monitoring Technician who analyzed the air sample shall immediately notify:
1. The Contractor's Foreman
  2. City's Asbestos Project Manager or designee.
- ii. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall perform the following steps in the order presented, at no additional cost to the City:
1. Stop abatement work.
  2. Discuss the fiber count, containment breeches, pressure differential changes, or other potential cause, and the City. The City's testing agent will determine the affected area and affected adjacent areas considered to be contaminated. The City's Testing Agent will determine the actions to be taken by the Contractor at no additional cost to the City.
    - a. Clean the affected area and the affected adjacent areas. Cleaning shall use wet methods and HEPA vacuuming.
    - b. Resample air until fiber counts are determined to be below one half of the specified maximum levels.
    - c. Secure and repair containment barriers, repair or add equipment.
    - d. Modify work procedures, and make other changes determined to be the possible cause of high fiber counts.

3. Complete every part of the "Fiber Count Above Control Limit Data Form" bound into these Specifications.
4. Carefully resume work under close air monitoring.
- iii. Repair and protection
  1. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction that have structural impacts and restore substrates and finishes only as necessary to maintain a safe working space.
  2. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

## 15. Execution

### a. Summary

- i. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  1. Construction layout.
  2. Field engineering and surveying.
  3. General installation of products.
  4. Coordination of Owner-installed products.
  5. Progress cleaning.
  6. Starting and adjusting.
  7. Protection of installed construction.
  8. Correction of the Work.
  9. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
  10. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.
- ii. Examination
  1. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
    - a. Before construction, verify the location and points of connection of utility services.

## **B2 Asbestos abatement procedures**

### 1. PART 1 - General

#### a. Scope:

- i. This Section covers the removal, patching and/or encapsulation of materials that contain, or are suspected to contain asbestos.
- ii. See other Sections of these Specifications and EPA, OSHA, and other standards referenced herein, for further information and requirements.

#### b. Definitions:

- iii. Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes encapsulation, enclosure, removal, repair and related activities.
- iv. Air Monitoring: Process of measuring the asbestos fiber content of a specific volume of air in a stated period of time.
- v. Air Monitoring Technician: An employee of the independent testing laboratory who is experienced and trained in asbestos sampling and analysis as specified.
- vi. Amended Water: Water to which a surfactant (wetting agent) has been added.
- vii. Authorized Visitor: The City or its designated representative, or a representative of any regulatory or other agency having jurisdiction over the Project.
- viii. Clean Room: Uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and clean protective equipment.

- ix. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- x. Disposal: Procedures necessary to transport and deposit the asbestos contaminated material in an approved waste disposal site in compliance with EPA and other applicable regulations.
- xi. Enclosures: Procedures necessary to complete enclosure of all asbestos containing material behind airtight, impermeable, permanent barriers.
- xii. Equipment Room: Contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- xiii. Fitting: With regard to pipe insulation, fitting is defined to be any elbow, offset, reducer, valve, union, tee, thermometer, etc., insulated with a different material from the adjacent straight run of pipe.
- xiv. HEPA Filter: High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- xv. HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- xvi. Independent Testing Laboratory: An independent laboratory hired by the Contractor which is AIHA accredited for asbestos analysis and has demonstrated proficiency via the NIOSH PAT and EPA QA programs.
- xvii. Isolated Work Area: Isolated area of the facility where abatement activities are performed.
- xviii. Air Filtration Machine: An air purifying fan system located within, or outside, the isolated work area, which draws air out of the work area through a HEPA filter, thus keeping the static air pressure in the work area lower than in adjacent areas and preventing infiltration of contaminated air from work area to adjacent areas.
- xix. Public Area: Any area outside the isolated work area. When work area isolation measures are removed, the work area becomes a public area.
- xx. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold running water controllable at the faucet, equipped with water filtration as specified below, and suitably arranged for complete showering during decontamination. The shower room must be separated from the clean room and equipment room by curtained doorways.
- xxi. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- xxii. Tack Coat: A coat of penetrating encapsulant applied to all surfaces from which asbestos-containing materials have been removed.
- xxiii. Vacuum Tract Removal: Wetting and pneumatic conveying of loose material through a vacuum hose to a sealed, truck-mounted collection tank specially equipped to prevent escape of fibers.
- xxiv. Wet Cleaning: Process of eliminating asbestos from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.
- xxv. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room. Each of these rooms is separated from the others by a curtain doorway. The equipment room is separated from the work area by a curtained doorway. The clean room is separated from the public area by a curtained doorway.
- xxvi. Worksite Entry Log: A log kept in the clean room must be signed by everyone entering or leaving the work area.

- xxvii. Full Scale Supervisor: Per CFR Title 29, Section 1926.58, an employee of the Contractor trained in all aspects of asbestos abatement, whose duties include supervision of the enclosure, entry to and exit from the enclosure, employee exposure monitoring, engineering controls, and employee work practices, respirators, protective equipment, decontamination and hygiene practices.
- c. Documents incorporated by reference:
- xxviii. The current issue of each document shall govern. Where conflict among requirements, or with these Specifications, exists the more stringent requirements shall apply.
    - 1. U.S. Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS). (Code of Federal Regulations Title 40, Part 61, Subparts A and B.)
    - 2. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" EPA Report Number 560/5-85-024 ("Purple Book").
    - 3. U.S. Environmental Protection Agency Asbestos Abatement Project. E.P.A. 40 C.F.R Part 763 - Subpart G.
    - 4. U.S. Environmental Protection Agency Asbestos Containing Materials In s Project. E.P.A. 40 C.F.R Part 763 - Subpart E.
    - 5. U.S. Department of Labor Occupational Safety and Health Administration (OSHA):
      - a. Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos
      - b. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
      - c. Title 29 Code of Federal Regulations Sections 1926.1101, Asbestos
      - d. Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
      - e. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication.
    - d. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
    - e. American National Standards Institute (ANSI) NY; ANSI Standard z 88.2-1980 "American
      - xxix. National Standards Practice for Respiratory Protection," latest edition.
    - f. Oregon Administrative Rules Chapter 340, Division 25 Department of Environmental Quality.
    - g. Oregon Administrative Rules Chapter 437, Division 115, Asbestos and Division 22.
    - h. Uniform Building Code (U.B.C.), latest edition, regulations as applicable.
    - i. All related electrical work shall be performed in accordance with the National Electric Code.
    - j. All Lane Regional Air Pollution Authorities regulations and rules pertaining to asbestos, including its storage, transportation, and disposal.
2. Notices
- a. Not less than ten (10) days before commencing work on each Project, notify the Lane Regional Air Pollution Authority (LRAPA) with copies to the City.
3. Submittals
- a. Do not begin work until submittals are complete and pre-abatement air sampling is complete.
4. Personnel protection
- a. Training
    - i. Prior to commencement of Work, all workers shall be trained.

- ii. The Contractor shall provide and post in the clean room(s) and the equipment room(s), the decontamination, respirator, and work procedures to be followed by the workers.
- b. Personnel Protective Equipment for Asbestos Removal in Isolated Work Areas:
  - i. Work Clothes shall consist of disposable full body coveralls and head and foot covers ("Tyvek" or approved), boots. Eye, hearing, fall protection and hard hats should be available as appropriate.
  - ii. At a minimum, respiratory protection shall consist of disposable cartridge type NIOSH/OSHA
    - 1. approved, full-face or half-face mask with HEPA filter cartridges (magenta/purple color code). Additional respiratory protection shall be as required by OSHA, and Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 115, Asbestos. Respiratory protection shall provide workers with a maximum calculated fiber level inside the mask of 0.01f/cc.
  - iii. As part of the Contractor's Respiratory Protection Program, all workers shall be provided with a selection of brands and sizes of respirators to choose from. At a minimum, all workers shall be qualitatively fit tested at the time of respirator selection per Oregon OSHA Workers' Compensation Department Rule 22-069 (4) (e) (5) (i) and prior to each day's work.
  - iv. Replacement filter cartridges shall be supplied as required. Cartridges which have become wet or clogged shall be replaced immediately.
- c. Worker Decontamination Enclosure System at Isolated Work Areas:
  - i. The Contractor shall construct a personnel decontamination facility attached to the isolated work area consisting of three chambers and curtained doorways as follows:
    - 1. The equipment room shall have a curtained doorway to the work area and to the shower area.
    - 2. The shower room shall have two curtained doorways, onto the equipment room and one to the clean room. At least one shower with hot and cold water controllable at the taps shall be installed in this room. The Contractor shall supply and maintain soap, shampoo, and towels at all times in the shower area. Shower wastewater shall be filtered promptly to remove all fibers larger than five microns before disposal in the municipal sewer system, or shall be collected and disposed of as asbestos-contaminated material. Water filters shall be disposed of as asbestos-contaminated material. The Contractor shall not allow waste water to accumulate in the shower room.
    - 3. The clean room shall consist of a curtained doorway to the shower room and a curtained doorway to the outside. The clean room shall contain a first aid kit, storage for workers and visitors' clothing and shoes, a place to sit down, and the worksite entry logbook. Work, respirator and decontamination procedures and prevailing wage rates shall be conspicuously posted. There shall be a supply of clean protective clothing, respirators and cartridges in the clean room at all times
  - ii. No asbestos abatement work shall occur unless this system is functional, and in good repair.
- d. Worker Protection Procedures in Isolated Work Areas:
  - i. Each worker shall, upon entering the Job Site; remove street clothes in the clean change room, put on and fit test his respirator, put on clean protective clothing and sign in on the worksite entry logbook before entering the equipment room or the work area.
  - ii. Workers shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove and store boots and other equipment except respirators; still wearing the

- respirator proceed naked to the showers; clean the outside of the respirator; tape filter openings, thoroughly shampoo and wash themselves; remove filters, dispose of filters if wet in the container provided for the purpose; and wash and rinse the inside of the respirator.
- iii. Following showering and drying off, each worker shall proceed directly to the clean change room and dress in clean clothes and sign out on the worksite entry logbook at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the clean change room, each worker shall put on his respirator, dress in clean protective clothing, and sign in on the worksite entry logbook.
  - iv. Contaminated work footwear and other equipment shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area.
  - v. Workers shall not eat, drink or chew gum or tobacco at the worksite except in the established clean room. Smoking is prohibited.
  - vi. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated material and until final clean-up is completed.
- e. Access to Isolated Work Area by Others:
- i. Except for emergency personnel, limit access to the work area to authorized visitors.
  - ii. Provide dress and equipment for all authorized visitors, as specified above, up to a maximum of 4 visitors per 24-hour day.
  - iii. All authorized visitors shall be subject to the personal protection provisions specified above, and shall sign in and out on the worksite entry logbook.
- f. Emergency Precautions:
- i. Establish emergency and fire exits from the work area.
  - ii. Be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination
  - iii. Notify the local fire department if any fire exits are to be blocked or if sprinkler or fire alarm systems are to be turned off.
- g. Building Security and Protection:
- i. Post adequate warning signs at designated entrances to work areas as required by EPA and OSHA.
  - ii. Protect all existing fixed equipment, existing building finishes that are to remain, and existing systems and functions from damage during the abatement process. Extra functions from damage during the abatement process. Extra precautions shall be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied at the Contractor's expense.
  - iii. Do not move or damage shoring support to north building truss.
  - iv. Maintain access and use of existing fire lanes
- h. Safety
- i. With regard to the Work of this Contract, the safety of the Contractor's employees, the City's employees, and the public is the sole responsibility of the Contractor.
  - ii. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.
  - iii. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
  - iv. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with asbestos shall be disposed of in accordance with the applicable regulations.

- i. PART 2 - Products:
  - i. Plastic Sheet: Plastic sheet polyethylene material sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be as follows:
    - 1. Application Thickness
      - a. Door, Window & Opening Barriers 6 mil
      - b. Wall Barriers 2 layers of 4 mil
      - c. Floor Barriers 2 layers of 6 mil
      - d. All Others 2 layers of 4 mil
      - e. Roof protection after abatement 1 layer of 15 mil
    - 2. Plastic Bags: Plastic bags shall be 6 mil polyethylene with warning labels per OSHA and EPA regulations.
    - 3. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Minimum of 1.5" wide tape must be used.
    - 4. Disposal Containers: Disposal containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until. The containers shall be labeled in accordance with OSHA and EPA regulations. Containers must be both air and water tight and have hard top, bottom and sides.
    - 5. Warning Labels and Signs: Warning labels and signs shall be posted as required by OSHA and EPA regulations.
    - 6. Solvents: NEUGENIC or Chem Clear or approved. All solvents must be safe to human health and the environment and must have a mild odor approved by the City. The contractor will be responsible for the elimination of any lingering odors resulting from the use of solvents.
    - 7. Surfactant (Wetting Agent): Surfactant shall consist of 50% polyoxyethelene ether and 50% polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to 5 gallons of water (or as recommended by the manufacturer in the case of an equivalent) to produce amended water.
    - 8. Encapsulant: Shall be of the bridging or penetrating variety and shall be listed as "satisfactory" by the EPA.
    - 9. Rewettable Lagging Cloth: 12 oz. glass fabric lagging cloth saturated with dried lagging adhesive. "Dip-Lag" as manufactured by Claremont Co. or approved.
    - 10. Other Materials: Provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area, and as required to complete the Work as specified.
  - ii. Tools and equipment:
    - 1. Water Sprayer: The water sprayer shall be an airless or other low pressure sprayer for amended water application.
    - 2. Air Filtration Machines: Air Filtration Machines shall consist of high efficiency particulate air (HEPA) filtration systems. No air movement system or air equipment shall discharge asbestos fibers outside the work area. Each unit shall be capable of at least 1500 CFM under load and shall have at least 2 stages of pre-filtration ahead of the HEPA final filter. Each unit shall be equipped with an elapsed time indicator (hour meter), static pressure gauge with low flow alarm, and be overload protected. All exhaust must be vented to the outside of building.
    - 3. Water Purifying Equipment: Capable of removing all fibers longer than five microns from water used in abatement work and decontamination showers.

4. Airless Sprayer: An airless sprayer, suitable for application of penetrating encapsulant material, shall be used.
  5. Vacuum Equipment: All vacuum equipment utilized in the work area shall be high efficiency particulate air (HEPA) equipment, and suitable for wet/dry usage.
  6. Scaffolding: Scaffolding, as required to accomplish the specified work, shall comply with all applicable safety regulations.
  7. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. If equipment is rented, notify rental agency in advance, in writing, of intended use of equipment.
  8. Electrical: Electrical tools, equipment and lighting shall meet all applicable codes and regulations. Ground fault protection, as required by OSHA, shall be in effect at all times. Contractor shall take all additional precautions and measures necessary to insure a safe working environment during wet removal.
  9. Vacuum Truck: If the contractor chooses to use a vacuum truck on this project they must submit written authorization from LRAPA and the Land Fill indicating the vacuum truck meets all applicable standards and is approved for use on this project. The contractor must also submit written approval from the disposal site that the waste will be accepted.
  10. Other Tools and Equipment: Provide other suitable tools for the removal, enclosure, encapsulation, patching, and disposal activities including, but not limited to: hand-held scrapers, wire brushes, sponges, and rounded-edge shovels.
- j. PART 3 - Execution:
- i. Isolated work area enclosure:
    1. Work Area Preparation: The following isolation procedures shall be performed in the order in which they are presented.
      - a. Shut down, remove filters and isolate HVAC systems to prevent further contamination and fiber dispersal as necessary. Coordinate with building users and the City prior to shut down.
      - b. Seal off openings, including but not limited to doorways, windows, and other penetrations of the work area with plastic sheeting sealed with tape.
      - c. Set up the worker decontamination enclosure system. Once these systems are installed, they shall be utilized in the specified manner for the ingress and egress of all personnel and equipment, except in emergency situations. All personnel shall sign the worksite entry logbook each time they pass in or out of the decontamination enclosure.
      - d. Coordinate the shutdown, lock out and tag out of electrical and HVAC equipment with the City.
      - e. Install air filtration machines to insure lower static pressure in the isolated work area than in surrounding areas. Discharge from air purifying equipment shall be ducted outside the building. Use one or more units of capacity as recommended by the manufacturer for the volume of the isolated work area, but in no case shall air flow be less than one air change every 15 minutes and the manometer reading is maintained at a minimum of 0.02. Column inches of water pressure differential. Air filtration machines shall remain in operation until final clearance samples have been received and containment has been removed.

- f. Pre-clean movable objects, within the work area using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work areas to a temporary location, or consolidate such objects away from removal work and cover with plastic sheeting and tape as specified for fixed objects in 8 below.
    - g. Pre-clean fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with minimum 4 mil plastic sheeting sealed with tape.
    - h. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the local building or fire department officials.
    - i. Adequate portable fire extinguishing equipment shall be maintained within work area as defined by OSHA and/or local fire department officials.
  - ii. Work Area Maintenance: The Air Monitoring technician shall be responsible for daily reporting of the following to the City:
    - 1. Prior to the first use and at the beginning of each shift during abatement work, enclosures shall be given a complete visual inspection by the shift foreman and Air Monitoring technician. This shall include inspection of the air filtration machines and associated filters. A smoke tube test shall then be made of the worker decontamination enclosure system and other critical areas to verify that the air filtration machines are working properly. Work shall not begin until all defects have been repaired.
    - 2. Periodic inspections shall be made as required during each shift to assure continued proper functioning of the enclosure and air filtration machines.
    - 3. The Contractor shall completely clean the decontamination enclosure system at the end of each shift, and the Air Monitoring technician shall verify that this is accomplished.
- k. Asbestos abatement:
  - i. Isolate and maintain work area as specified.
    - 1. Pre clean the work area as specified using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, remove items through the decontamination enclosure system and store at another location on site as directed by the City.
    - 2. Remove asbestos containing materials using the following methods:
      - a. The asbestos material shall be sprayed with water containing an additive to enhance penetration. A fine spray of this solution shall be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos shall be sufficiently saturated to limit emission of airborne asbestos fibers
      - b. Remove asbestos material while damp and pack in sealable plastic bags (6 mil minimum thickness). Wash outside surface and place inside a second plastic bag (6 mil minimum thickness) bearing EPA warning label. Place double bagged materials in labeled containers for transport. In lieu of 6ml. polyurethane bags, contractor may use lined cardboard, plastic, or metal drums or cubic yard boxes as allowed by Federal, State, and local regulatory agency.
      - c. Removal of asbestos containing flooring shall be performed under full negative pressure containment with an attached decontamination facility and utilizing wet methods.

- d. After completion of stripping work, all surfaces from which asbestos has been removed shall be brushed and/or wet sponged or cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned shall be kept wet.
3. Vacuum all walls, ceilings, and floors in the work area to ensure complete removal of all dust and debris that may remain.
4. Apply a clear penetrating encapsulant to all walls and ceilings following the final visual inspection and approval from the City. Minimize the amount of encapsulant applied to the floor.
5. If, at any time during the Work, analysis of an air sample indicates a fiber count in excess of the allowable maximums specified above, the Air Monitoring Technician who analyzed the air sample shall immediately notify.
  - a. The Contractor's foreman.
  - b. Jim Polston Project manager 541-225-8840 the authorized City representative
6. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall:
  - a. Stop removal work.
  - b. Clean the area in which the high fiber count air sample was taken. If air sample was taken outside the isolated work area, evacuate all non-abatement personnel.
  - c. Resample air until fiber counts are determined to be below specified maximum levels.
  - d. Recheck work procedures, barriers, equipment, etc., to discover possible cause of high fiber counts.
  - e. Carefully resume Work under close air monitoring.
7. Final air clearance testing
  - a. When the contractor considers the work to be complete, Notify the City Representative in writing. The City Representative will review the work with the contractor and note those areas requiring corrective action. Upon completion, the contractor will again notify the City in writing of completion of work. The City Representative will arrange for final air clearance sampling by an independent air monitoring firm.
  - b. Upon the City's receipt of written results indicating that level of airborne asbestos meet the AHERA clearance requirements, the City will provide the contractor with written authorization to remove containment, decontamination chambers, and air filtration machines.
  - c. The cost of the first set of air clearance samples (TEM or PCM) will be paid by the City. Should the clearance sample result indicate that additional work is required; the Contractor shall perform such work and call for retesting. All costs of second or subsequent air clearance testing shall be paid by the Contractor.
    - i. The City will make one review for completion. City personnel time required for additional reviews caused by incomplete work shall be paid by Contractor. Costs shall include fringe benefits.
8. Re-establishment of object and systems:
  - a. When clean-up is complete and final clearance samples are at or below the required AHERA levels and authorized by the City the contractor will:

- i. Remove containment, decontamination chambers, and negative air machines.
  - ii. Relocate objects moved to temporary locations in the course of the Work to their former positions. Coordinate with the City.
  - iii. Re-secure objects removed in the course of Work in their former positions, including air dampers in plenums, and adjust for proper operations.
  - iv. Clean, repair and/or repaint all surfaces soiled, discolored or damaged by removal of tape, adhesive or other Work of this Contract to match adjacent surfaces.
9. Disposal:
  - a. Warning labels having waterproof print and permanent adhesive, shall be affixed to the lid and sides of all containers. Warning labels shall be conspicuous and legible, and contain the following words:
  - b. The Contractor shall determine current waste handling, transportation, and disposal regulations for the Work Site and for each waste disposal landfill. The Contractor shall comply fully with these regulations and all U.S. Department of Transportation, DEQ, MSD EPA requirements. All material in containers shall be delivered to the pre-designated disposal site double bagged for burial. Labels and all necessary signs shall be in accordance with EPA, OSHA, State, and/or local standards.
  - c. Decontaminated containers shall be removed from Site as soon as possible. Notify disposal site in advance of delivery of material to assure immediate burial of material.
  - d. If bags are broken or damaged, or a container is contaminated, the entire container shall be cleaned and decontaminated, damaged bags shall be placed in undamaged bags before disposal.
  - e. Written proof of disposal at approved disposal (waste Shipment records) site shall be submitted to the City prior to final payment.

# FIRST-TIER SUBCONTRACTOR DISCLOSURE STATEMENT

ORS 279C.370 requires that bidders disclose to the City of Springfield certain first-tier subcontractors. When the contract value for a public improvement is greater than \$100,000, the bidder shall list below the names, the Construction Contractors Board number and location of place of business of each subcontractor who will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:

five percent of the total project bid or \$15,000, whichever is larger; or  
\$350,000 regardless of the percentage of the total project bid.

***This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within 2 working hours after the advertised bid closing time. This form must be submitted regardless of the use of subcontractors. Mark "None" in the subcontractor list if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid may not be considered for award.***

**If the form is submitted separately from the bid it should be enclosed in an envelope marked:  
"Subcontractor Disclosure Form Submitted for Project PXXXXX for (Bidder's Name)"**

**Project Number:** P11014  
**Project Title:** Carter Building Pre-Demolition Hazardous Materials Abatement and Disposal Project

**Bid Closing:** Date: August 3, 2022 Time: 2:00 pm  
**Disclosure Deadline:** Date: August 3, 2022 Time: 4:00 pm

**Bidder's Name:** \_\_\_\_\_  
**Bidder's Telephone Number:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_

*Check here if the bid amount less deductive alternates, if any, is \$100,000 or less. If the bid amount less deductive alternates, if any, is less than \$100,000 the remainder of the form does not need to be completed, but the form must still be submitted.*

List below the *Name, Address, Telephone Number, Contact Person, and Construction Contractor Board (CCB) number* for each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed, the category of work that the subcontractor will be performing, and the dollar amount of the subcontract. *(If needed, please attach additional sheets.)*

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

**CITY OF SPRINGFIELD**  
**Public Improvement Contracts**  
**ORS 279C.375**

**FINANCIAL RESPONSIBILITY FORM**

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

Principal(s): \_\_\_\_\_  
*Name / Title*

Address: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

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

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

Resident                       Non-resident

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

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

3. Companies from whom you obtain surety bonds:

**Surety Company #1**  
Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Present Amount of Bonding Coverage (\$): \_\_\_\_\_

**Surety Company #2 (if needed)**  
Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
Present Amount of Bonding Coverage (\$): \_\_\_\_\_

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?

Yes  No

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

11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$\_\_\_\_\_. What portion of this amount remains available at time of completion of this form? \$\_\_\_\_\_.
12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?  
 Yes  No  
If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?  
 Yes  No  
If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "Yes" even if the matter proceeded to arbitration or mediation without court litigation.  
 Yes  No  
If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?  
 Yes  No  
If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
16. Have all officers, partners or principals of your company and, to the best to your knowledge, all applicable Subcontractors, 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?  
 Yes  No  
If no, explain. \_\_\_\_\_  
\_\_\_\_\_
17. Complete the attached Experience/ Reference form, Attachment 1, for your firm and submit with bid package.
18. Include with bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.

19. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

### Declaration and Signatures

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. The undersigned further agrees to provide additional financial statements (described in #20 above) upon request by City's Finance Director. Incomplete, incorrect or misleading information may be reason for a determination by the City of non-responsibility.

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

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

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

Business Organization: (Check one)

- |                          |               |                          |                           |
|--------------------------|---------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Corporation   | <input type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/> | Partnership   | <input type="checkbox"/> | Sole Proprietorship       |
| <input type="checkbox"/> | Joint Venture | <input type="checkbox"/> | Other _____               |

**Attachment 1**

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

**Contract #1**

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

**Contract #2**

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

**Contract #3**

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

**References – minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting Contractor's qualifications.**

**#1 Project Owner Reference**

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

**#2 Project Owner Reference**

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

**#1 Subcontractor Reference**

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

**#2 Subcontractor Reference**

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	



**CERTIFICATION OF COMPLIANCE  
STATEMENT OF NONDISCRIMINATION**

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The undersigned bidder hereby certifies that the bidder has not discriminated, and will not, discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.

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Company Name *(Please Print)*

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Bidder's Name *(Please Print)*

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Bidder's Address	City	State	Zip
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Bidder's Signature

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Title

---

Date



# Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # S 3087 or Project No. P11014

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the City. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

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

Contact Person: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)
- None of the above



## CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Firms under Contract or proposing to enter into a Contract with Agency must make disclosures required by law and as required by this form. Governing standards include but are not limited to the following State and Federal laws:

<u>*State Laws</u>	<u>*Federal Laws</u>
<ul style="list-style-type: none"><li>• <a href="#">ORS Chapter 244</a></li><li>• <a href="#">ORS 279C.307</a></li><li>• <a href="#">OAR 137-048-0130</a></li><li>• <a href="#">OAR 199 Division 5</a></li></ul>	<ul style="list-style-type: none"><li>• <a href="#">23CFR Part 636.116</a></li><li>• <a href="#">40CFR Part 1506.5(c)</a></li></ul>

\*Some areas of the above laws include COI concepts that apply to design-build or other procurement types; however, Agency adopts those COI concepts and requires disclosures herein.

A Firm shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Firm. A Firm may submit either the Subcontractors' separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form.

See PART IV for Definitions applicable to this COI Disclosure Form.

**This COI Disclosure Form is submitted in response to (check only one):**

- Agency RFP# \_\_\_\_\_ [or] ITB# \_\_\_\_\_
- Contract # \_\_\_\_\_
- Price Agreement # \_\_\_\_\_ WOC# \_\_\_\_\_ [or] PO# \_\_\_\_\_
- Changes to COI Disclosure Form previously submitted for (RFP # \_\_\_\_\_, ITB # \_\_\_\_\_, Price Agreement # \_\_\_\_\_, WOC # \_\_\_\_\_, Contract # \_\_\_\_\_)

### **PART I - Certification**

**This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct.** My signature certifies that I am authorized to sign this COI Disclosure Form as a principal of the Firm and as disclosed on or attached to the present form:

- (a) the Firm's disclosures are complete, accurate, not misleading and do not omit any material information.
- (b) the Firm has provided the COI Disclosure Form to all Associates and Subcontractors (if any) and the present form includes or has attached any required COI disclosures from those sources.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **PART II - COI Disclosure Questions**

**Answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") in Part II. If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:**

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last year? **No**  **Yes**   
 b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No**  **Yes**   
**If the answer to either of the above questions is "Yes", complete Part III - Relatives and Former Agency Employees -Roles and Signatures table (section A and/or section B, as applicable).**
2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any known member of an Agency procurement evaluation or selection team?  
**No**  **Yes**  **Comments:**
3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No**  **Yes**  **Comments:**
4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest ("Individual" or "Organizational"), with respect to the Procurement or award of this Contract or performing the work for Agency? **No**  **Yes**   
**Comments:**
5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official's vote, official action or judgment would be influenced thereby?  
**No**  **Yes**  **Comments:**
6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?  
**No**  **Yes**  **Comments:**
7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?  
**No**  **Yes**  **Comments:**
8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? **No**  **Yes**   
**If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project?** **No**  **Yes**  **Comments:**
9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)  
**No**  **Yes**  **N/A**  **Comments:**
10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract?  
**No**  **Yes**  **N/A**  **Comments:**
11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?  
**No**  **Yes**  **Comments:**

### **PART III - Relatives and Former Agency Employees - Roles and Signatures**

For each employee of the Firm that was employed by Agency within the last year, state in section A the job the employee performed for Agency, the role the employee now serves for the Firm and the date the employee left Agency. Use section B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

<b>A: Employees that left Agency in the last year.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for Agency</b>	<b>Current Role with Firm</b>	<b>Date left Agency</b>
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Agency? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
<b>B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.</b>			
<b>Firm Associate's Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Agency</b>	<b>Role at Agency</b>	<b>Agency employee's Role with this Procurement</b>

(Make copies of this form as needed to list additional employees.)

**PART IV - Definitions applicable to this COI Disclosure Form**

**“Actual Conflict Of Interest”** means that an individual or Firm is unable to render impartial assistance or advice to Agency, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. For purposes of ORS Chapter 244, and as defined in ORS 244.020(1), “Actual Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *would be* to the private pecuniary benefit or detriment of the person or the person’s relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit

or detriment arises out of the circumstances described in the ORS Chapter 244 definition for "Potential Conflict of Interest" (see definition below).

**"Affiliate"** (of the Firm) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the Firm.

**"Agency"** means the city or county conducting the procurement for which this COI Disclosure Form is required.

**"Apparent Conflict Of Interest"** means that an individual or Firm may reasonably be perceived to have an Actual Conflict of Interest or a Potential Conflict Of Interest.

**"Associate"** (of the Firm) means an employee, executive, director, key project personnel, consultant, contractor or Subcontractor, or any immediate family member of the foregoing.

**"Authorization"** (of the Contract). A public contract is authorized by a Public Official if the Public Official performed a significant role in the selection of a Firm or the execution of the Contract. A *significant role includes* recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

**"Bidder"** means a legally operating business entity submitting a bid in response to a Procurement.

**"Conflict Of Interest"** or **"COI"** means an Individual Conflict Of Interest or Organizational Conflict Of Interest and includes an Actual, Potential, or Apparent Conflict Of Interest.

**"COI Disclosure Form"** means a manually signed disclosure of any Actual Conflict Of Interest, Apparent Conflict Of Interest or Potential Conflict Of Interest documented in the form of Agency's COI Disclosure Form.

**"Contract"** means an Agreement to Agree (ATA), Price Agreement (PA), Work Order Contract (WOC), Purchase Order (PO), or any other contract with Agency.

**"Firm"** means a Proposer or Bidder under a Procurement, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor. A Firm includes all persons, individual or corporate, without regard to form of legal entity.

**"Member of the Household"** (of the Public Official) means any person who resides with the Public Official.

**"Individual Conflict Of Interest"** means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

**"Interest"** (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

**"Low-Level Document"** means A&E, non-A&E and IT program or Project related documents which provide a basic understanding of a specific aspect of the program or Project. As referred to in 23CFR 636.116 with regard to A&E and related services, "the role of the consultant or subconsultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the RFP, and did not include assistance in development of instructions to offerors or evaluation criteria".

**"Organizational Conflict Of Interest"** means that a relationship or situation exists whereby a Firm or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with Agency and which (a) diminish the Firm's or an Associate's capacity to give impartial, technically sound, objective assistance or advice, (b) may impair the Firm's or an Associate's objectivity in performing the Contract, (c) may impair Agency's objectivity in oversight of the Contractor's performance, or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

**"Potential Conflict Of Interest"** means that an individual or Firm, as a result of current plans, may reasonably be expected to have an actual conflict of interest. For purposes of ORS Chapter 244, and as defined in ORS 244.020(11), "Potential Conflict of Interest" means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which *could be* to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.; (b) any action in the person's official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

**"Public Disclosure"** means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

**"Public Official"** means any person who is serving the State of Oregon or any of its political subdivisions or any other public body as defined in ORS 174.109 as an elected official, appointed official, employee, agent or otherwise, irrespective of whether the person is compensated for the services. (All Agency employees are Public Officials.)

**"Relative"** (of a Public Official) means:

- the Public Official's spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Official or the Public Official's spouse; or
- any individual for whom the Public Official has a legal support obligation or for whom the Public Official provides benefits arising from the Public Official's public employment or from whom the Public Official receives benefits arising from that individual's employment.

**"Subcontractor"** means a subcontractor or subconsultant at any tier.

**"Transportation Project"** or **"Project"** means any proposed or existing undertaking pertaining to highways, bridges, motor carriers, motor vehicles, public transit, rail, transportation safety, information systems, and such other programs related to transportation that are assigned to Agency under applicable law.







# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT:**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# Document A310™ – 2010 Instructions

## Bid Bond

### GENERAL INFORMATION

**Purpose.** AIA Document A310–2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

**Related Documents.** A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™–1997, Instructions to Bidders; and AIA Document G612™–2001, Owner's Instructions to Architect.

**Use of Non-AIA Forms.** AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

### USING A310–2010

**Modifications.** Particularly with respect to professional or contractor licensing laws, bonding codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making the kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealings encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

**Identification of the Parties.** The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

**Bond Amount.** The dollar amount of the bond should be provided in both written and numerical form.

**Project Description.** The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

**Execution of the Bond.** The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.



# AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: \_\_\_\_\_

Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3 the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety company, to be consistent with the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceases working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_


Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

 **AIA**® Document A312™ – 2010

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**  
Date:

Amount:

Description:  
*(Name and location)*

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: \_\_\_\_\_  
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were or equipment was, furnished or supplied or for whom the labor was done or performed within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount claimed by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**