

LANE FIRE AUTHORITY

Request for Proposals

Station 115 - Hallett Street Sewer Project

Lane Fire Authority (LFA) is conducting a formal selection procedure for a contractor to construct sewer extension from LFA septic area to Hallett Street, replace asphalt on Hallett Street, demolish old septic tank, excavate and remove gravel and contaminated soil, and fill to finish grade.

Copies of the Request for Proposals, contract terms, conditions and specifications may be downloaded at: <https://www.lanefire.org/>. The full Request for Proposal may be obtained from:

Chief Dale Borland
Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487
(541) 520-6508
DaleBorland@lanefire.org

No- pre-proposal meeting will be held.

Proposals must be received no later than May 14, 2025, at 2:00 p.m. Pacific Daylight Time. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be submitted in sealed envelopes and plainly marked on the outside, "Request for Proposals Station 115 – Hallett Street Sewer Project; Attention: Fire Chief Borland." Proposals may be submitted by mail or in person to Lane Fire Authority, 88050 Territorial Highway, Veneta, OR 97487. Faxed and emailed Proposal will be rejected as non-responsive. A public opening will follow immediately at Lane Fire Authority.

No prequalification will be required for submittal of a Proposal. This Contract will be for a public work, subject to ORS 279C.800 to 279C.870.

Published DJC: _____

Published Local Newspaper: _____

SECTION I - INTRODUCTION

1. INTRODUCTION:

This Request for Proposal (RFP) is issued pursuant to Lane Fire Authority Public Contracting Rule (LFA Rule) 137-049-0650.

2. DEFINITIONS:

The term “LFA” or “Owner” throughout this document means Lane Fire Authority.

“Closing” means the Proposal submittal deadline.

“Proposer” means the person or firm submitting a Proposal in response to this RFP.

3. RFP REVIEW:

Proposers must carefully review this RFP and are responsible for knowing and understanding all terms and conditions. Any defects, ambiguities, omissions, or errors must be brought to LFA’s attention pursuant to Section III.4, RFP Protest and Request for Change.

4. BACKGROUND:

LFA has determined that its septic system located at Station 115 has failed and cannot be repaired due to high ground water in the rainy season. A large crack in the tank bulkhead below grade has allowed a significant amount of ground water to enter the septic tank. The tank riser portion has been dislodged and is no longer sealed, adding ground water into the failed septic system. Excess flows of ground water and sewage effluent into septic field has essentially flooded drain field area, which is in danger of running offsite.

LFA has determined it needs to connect to the available sewer stub out, located on nearby Hallett Street adjacent to Prairie Road. The timeline for this project is short due to this system being used by on-shift firefighters and paramedics and other essential staff 24-hours-a-day 7-days-a-week. LFA is legally required to provide a working sanitary facility.

5. PROJECT SCOPE OF WORK:

The Scope of Work includes constructing a sewer extension from LFA septic area to Hallett Street, utility potholing, replacing asphalt on Hallett Street and any trenching areas that move away from east curb of parking lot into parking lot entrances, demolishing old septic tank and filling over tank area, excavating and removing gravel and contaminated soil, and filling to finish grade, as further outlined in Attachment A. In addition, LFA is taking this opportunity to provide electric service to a pending EWEB installation of a water/meter vault on Hallett Street.

6. CONTRACT:

Submittal of a Proposal indicates a Proposer's intent to be bound by the terms of the contract attached to this RFP as Attachment D.

7. LFA REPRESENTATIVE:

LFA's Representative for the project is:

Dale Borland, Fire Chief, Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487
(541) 520-6508
DaleBorland@lanefire.org

or designee: Barry Nelson (541) 517-1447.

8. RFP SCHEDULE:

While LFA reserves the right to deviate from this schedule, milestones for the selection process are set forth below and will be followed to the extent reasonably possible*.

Milestone	Date
Deadline for Questions	May 12, 2025
Deadline for Addenda	May 12, 2025
No Pre-Proposal Meeting Scheduled	
Closing (Proposal Submittal Deadline)	May 14, 2025 at 2:00 p.m.
Notice of Intent to Award	May 21, 2025
LFA Review and Approval of Contract*	May 19, 2025
Notice to Proceed	May 23, 2025

* LFA reserves the right to interview one or more of the Proposers before finalizing selection

SECTION II – STATEMENT OF WORK

1. PURPOSE AND INTRODUCTION:

- a. The purpose of this RFP is to establish an initial contract with the selected Proposer, establish conditions for the desired work, and delineate the conditions under which construction can be initiated and completed. The project summary is described below. The selected Contractor shall provide all designs, labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work.
- b. Throughout the Station 115 - Hallett Street Sewer Project, LFA seeks innovative approaches that will meet LFA's objectives, avoid emergency service interruption, and also assist LFA with its cost saving goals.

2. GENERAL REQUIREMENTS:

- a. Technical Specifications: All work in the Scope of Work shall conform to the technical standards of the City of Eugene and Lane County Public Works. All work must be completed consistent with best industry practices.
- b. Safety and Security Requirements:
 - i. Site Fencing & Signage: Upon award of the contract, the contractor shall provide a site fencing and staging plan to LFA representative for approval.
 - ii. Safety Plan: Upon award of the contract, the contractor shall provide a written safety plan to LFA for approval.
- c. Supervision: The prime contractor shall have a representative onsite at all times during construction operations. This person shall be responsible for overseeing the site safety and quality control plans.
- d. Quality Control: Upon award of the contract, the contractor shall provide a written quality control plan to LFA representative for approval.
- e. Schedule Requirements: Upon award of the contract, the contractor shall provide a detailed project schedule to LFA's representative for approval. The Project milestones are as follows:

<u>Milestone</u>	<u>Date</u>
Commencement of Preconstruction Services	Upon issuance of Notice to Proceed (on or about May 23,2025)
Construction Start	May 23, 2025
Substantial Completion	June 6, 2025
Final Completion	No later than June 10, 2025

3. PROJECT SPECIFIC REQUIREMENTS:

Proposals must include all preconstruction services, construction materials, construction services and work, quality control, internal project management services and other related services and any other work for the following:

- a. Provide all preconstruction services for the work outlined in Section I(5) of this RFP.
- b. LFA will require a complete set of construction drawings upon completion of construction, hard copy (vellum) and electronic.

SECTION III – INSTRUCTIONS TO PROPOSERS

1. PRE-PROPOSAL CONFERENCE:

NONE SCHEDULED.

2. PROPOSALS:

- a. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP.
- b. Proposals carrying orders or qualifications may be rejected as irregular.
- c. All Proposals shall be signed in ink in the blank spaces provided on the accompanying attachments. If the Proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the Proposer.

3. SUBMISSION OF PROPOSALS:

One original and three copies of each Proposal must be submitted as set forth on the cover page of this RFP. If the Proposal is forwarded by mail, the sealed envelope containing the Proposal and marked as directed above, must be enclosed in another envelope addressed as set forth on the cover page to this RFP. No responsibility will be attached to any official of LFA for the premature opening of, or the failure to open, a Proposal not properly addressed and identified. Proposals will be opened and recorded immediately following closing.

4. RFP PROTEST, REQUEST FOR CHANGE, AND CLARIFICATIONS:

Proposers may submit a written protest of anything contained in this RFP and may question or request a change to any provision, specification or Contract term contained in the RFP, no later than ten (10) calendar days prior to the date Proposals are due. LFA Rule 137-049-0260. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. LFA will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be delivered to LFA by email to DaleBorland@lanefire.org, or hand delivered to 88050 Territorial Highway, Veneta, OR 97487. Any changes to this RFP will be made via Addendum.

Interpretations or clarifications considered necessary in response to such questions and request will be issued by Addendum. Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. WITHDRAWAL OF PROPOSALS:

Any Proposal may be withdrawn prior to opening, pursuant to LFA Rule 137-049-0320(2). Submitted Proposals shall be valid for at least thirty (30) days from RFP closing.

6. MODIFICATION:

Any Proposer may modify its Proposal by registered communication at any time prior to the scheduled closing time for receipt of Proposals, provided such communication is received prior to the closing time and subject to LFA Rule 137-049-0320(1).

7. COLLUSION:

Any evidence of collusion between Proposers may constitute a cause for rejection of any Proposals so affected. LFA reserves the right to accept or reject any or all Proposals. Only one Proposal will be accepted from any one firm or association.

8. ADDENDA:

Statements by LFA staff or its representatives are not binding on LFA, unless confirmed by written addendum. Addenda will issue and Proposers shall receive addenda per LFA Rule 137-049-0250, and as follows: LFA will not mail notice of addenda, but will publish notice of any addenda at <https://www.lanefire.org/>. Proposers should frequently check the LFA's website until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

Failure of any Proposer to receive any such addenda shall not relieve such Proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the RFP, as if bound herein and Proposers shall acknowledge all addenda in submitted Proposals.

9. NONDISCRIMINATION:

Submittal of a Proposal in response to this RFP evidences Proposer's certification that, in performing the work called for by this RFP and in securing and supplying materials, Proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a veteran as defined in ORS 408.225.

10. PREPARATION OF PROPOSALS:

Proposers are expected to examine the specifications, schedules and all instructions, and are responsible for all costs associated with responding to this RFP. LFA is not responsible for any Proposer expenses associated with this RFP.

11. LFA FURNISHED PROPERTY:

No material, labor or facilities will be furnished by LFA unless otherwise provided for in this RFP. No employee or elected official of LFA shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

12. NOTICE OF INTENT TO AWARD:

LFA shall provide a written Notice of Intent to Award at least seven (7) days before awarding the Contract.

13. PROTEST OF AWARD:

The award by LFA Board of the contract shall constitute a final decision of LFA to award the contract, if no written protest of the award is filed pursuant to LFA Rule 137-049-0450 with LFA within seven (7) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of LFA only upon issuance of a written decision resolving the protest and affirming or modifying the award. Any modification shall be accompanied by a notice providing for additional protests. The award and any written decision denying a protest shall be sent to every Proposer who provided an address. LFA will not entertain a protest submitted after the time period established in this RFP.

14. CONFIDENTIALITY OF PROPOSALS:

LFA is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires LFA to disclose all records generated or received in the transaction of LFA business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law.

15. RESERVED RIGHTS:

LFA reserves the right:

- a. To reject any Proposal not in compliance with all prescribed public solicitation procedures and requirements.
- b. To reject for good cause any or all Proposals upon the LFA's written finding that it is in the public interest to do so.
- c. To reject any and all Proposals not meeting or differing from the specifications set forth herein.
- d. To waive any or all informalities, deficiencies or irregularities in a Proposal and accept and review a non-conforming Proposal.
- e. To consider the competency and responsibility of Proposers in making any awards.
- f. In the event that two or more Proposals are identical in price, fitness, availability and quality, award shall be made in accordance with LFA Rule 137-046-0300.
- g. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another Proposer or Proposers.
- h. To hold the three most responsive Proposals under consideration until the final award is made, provided that LFA shall award the contract within 30 days after the Proposal opening date.

- i. To cancel, withdraw, postpone or extend this RFP, in whole or in part, at any time prior to the execution of the Public Improvement Contract, without incurring any obligations or liabilities.
- j. LFA reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring criteria.
- k. LFA reserves the right to negotiate a final Contract that is in the best interest of LFA.

16. RECYCLABLE PRODUCTS:

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to LFA Rule 137-046-0320.

17. ASBESTOS ABATEMENT LICENSE:

No asbestos abatement license is required of Proposers for this work under ORS 468A.710.

18. NEGOTIATION:

LFA may negotiate specification modifications and the contract price, including any proposed partnership arrangements, as permitted by LFA's public contracting rules.

19. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS:

Pursuant to LFA Rule 137-049-0460 and ORS 279C:

- a. Performance and Payment Bonds. Pursuant to ORS 279C.380, the Contractor shall furnish bonds in the form attached as Attachment D, Exhibit 7, covering the faithful performance of the Contract and payment of obligations arising thereunder. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or approved prior to Contract execution by LFA. The cost of the Bond shall be included in the Contract Sum. The amount of each Bond shall be equal to 100 percent of the Contract Sum. Failure to adhere to these requirements may be grounds for rejection of an intended Awardee.
- b. Public Works Bond.
 - i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect shall be provided to LFA prior to Contract signing, after the award of this RFP.
 - ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
 - iii. Certain exemptions from the bond requirements exist for certified disadvantaged, minority, women or emerging small business enterprises. It is the Contractor's responsibility to notify LFA if an exemption applies to the Contractor.

- iv. The Public Works Bond shall be furnished by a surety company authorized to do business in Oregon
- c. Time for Submission. The apparent successful Proposer shall promptly furnish the required performance security upon the LFA's request. If the Proposer fails to furnish the security as requested, LFA may reject the Proposal and award the Contract to the next highest-ranked Proposer, and, in LFA'S discretion, the Proposer shall forfeit its Proposal Bond. Terms and requirements of this subsection III.19 are subject to the provisions of Attachment D, as set forth therein, or as subsequently negotiated by the LFA and the selected Proposer.

20. BOLI/PWR REQUIREMENTS:

No Proposal will be received or considered by LFA unless the Proposal contains a statement by the Proposer as part of its Proposal that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 3141 *et seq.*

21. REGISTRATION REQUIREMENTS:

LFA will not receive or consider a Proposal unless Proposer is currently registered and in good standing with the Construction Contractors Board (CCB) as required by ORS 701.055, or licensed by the State Landscape Contractors Board, as required by ORS 671.530, and holds the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

22. CONTRACT TERMS AND CONDITIONS:

The Proposer understands that neither this RFP, nor any Proposal submitted, shall constitute a contract with LFA. However, any Proposal submitted shall be a binding offer to contract with LFA under the terms and conditions of this RFP, the attached contract and the submitted Proposal.

Attachment D (Draft Public Improvement Contract) contains the anticipated agreement. The final Agreement will be in substantial conformance with the draft Agreement contained in Attachment D. Nevertheless, Proposers are advised that LFA, in its sole discretion, may change the draft Agreement through an Addendum or as negotiated after tentative award and prior to execution.

Proposers may submit proposed changes to the attached Agreement as part of its Proposal. Changes requested by Proposer to the draft Agreement shall be so noted. Proposers are on notice that any exceptions taken to the Agreement that is in place after the change request date may not be accepted, and may result in a Proposal being declared non-responsive. Proposing a change to the draft Agreement for the purposes of cost savings, while still meeting the LFA'S stated purposes of the Project will be considered by LFA and may, in the LFA'S sole discretion, be accepted as responsive.

SECTION IV – PROPOSAL CONTENTS AND FORMAT

1. INSTRUCTIONS:

In addition to Proposal submittal instructions set forth above, Proposers must submit:

- a. Three (3) copies of the Proposal, including content addressing all criteria in Section V.2 of this RFP. One set of Signed Originals shall be included and clearly identified as such.
- b. An explicit statement, identified as an exception, that Proposer is unable or unwilling to meet particular LFA requirements. An alternative to excepted requirements must be submitted.
- c. A signed Proposer's Response Form, as set forth in Attachment B, and all other required submissions.

2. COST ESTIMATES:

LFA seeks a responsive Proposer who submits a Proposal that provides sufficient detail to allow LFA to assess the proposed cost of construction for the LFA's Station 115 – Hallett Street Sewer Project. LFA expects to negotiate a final contract in the form attached as Attachment D. LFA seeks a response that includes prices and projected costs of the preconstruction and construction phases, in units that can be translated into information that supports the selection of a Proposer, while recognizing that LFA and the Proposer may not be able to agree on specific construction elements until the full design is accepted.

SECTION V – EVALUATION PROCEDURES

1. PROPOSAL EVALUATION PROCESS:

Only those Proposals providing sufficient information for LFA to evaluate the criteria set forth in Section V.2 will be deemed responsive. Award will be made to the Proposer whose Proposal will serve the best interests of LFA, as determined by the highest scoring Proposal.

2. CRITERIA FOR EVALUATION:

LFA shall recommend to the LFA Board for contract award the Proposal which is determined to best satisfy the following weighted criteria:

Experience (Up to 20 points available): the Proposer's experience on previous, similar projects.

Proposals should:

- Identify the Project Manager and Project Principal that will be assigned to the project.
- Include resumes for key personnel that will work on the project.
- Provide descriptions of three (3) similar projects completed in the previous five (5) years with references and key personnel listed.
- Provide a description of Proposer's experience.

Comprehensiveness (Up to 30 points available): The degree to which the Proposer presents a complete Proposal, covering preconstruction services as well as purchase, installation and completion of all

necessary materials and labor to complete the project. Proposers should present a description of their approach to the tasks, including descriptions of:

- The Project Team.
- Understanding of the project and project issues.
- Detailed project tasks, scope and material list included in the Proposal.

Cost (Cumulatively, up to 50 points available): LFA recognizes that, prior to submission and acceptance of final design, it may not be possible to submit the actual costs in detail. LFA seeks, however as detailed and accurate presentation of the proposed cost of construction as can be provided.

3. INTERVIEWS: (Up to 20 points available, if conducted):

- a. The Evaluation Committee or LFA Board may elect to interview Proposers if the Evaluation Committee, or the Board, considers it necessary or desirable. The top ranked firm, or firms if the scoring is close, may be invited to interview. Any interviews will be used to supplement and clarify the information contained in the Proposal.
- b. Based upon Proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the Evaluation Committee. The final ranking will be provided to LFA for a final decision to award a contract.
- c. Any costs associated with preparing for and attending such interviews, including any presentation materials, will be Proposer's sole responsibility.

4. SELECTION AND NEGOTIATION:

All responsive Proposals will be reviewed. If LFA does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, LFA reserves the right to begin negotiating terms or modifications to the attached Public Improvement Contract with the highest-ranked Proposer following the evaluation and interview (if conducted) process.

LFA shall direct negotiations toward obtaining written agreement on:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable that is fair and reasonable to LFA as determined solely by LFA; and
- c. Any other provisions LFA believes to be in LFA's best interest to negotiate.

LFA shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if LFA and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. LFA may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. The Evaluation Committee shall make the initial decision concerning selection of a Contractor and shall issue the notice of intent to award, pending Board final award.

If negotiations with any Proposer do not result in a contract within a reasonable amount of time, LFA may cancel this RFP. Nothing in this RFP precludes LFA from rejecting any and all Proposals or from proceeding with a new procurement method for the same Services.

5. ANNOUNCED AWARDEE:

It is anticipated that a tentative contract awardee will be announced in writing to each Proposer within thirty (30) days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative Awardee. LFA will not be bound to the tentative contract awardee until a contract has been executed by LFA, following close of the period for submitting protests, and Board award and authorization for the Fire Chief to sign the final contract.

SECTION VI – ATTACHMENTS

Attachment A: Specifications

Attachment B: Proposer's Response Form

Attachment C: Fee and Hourly Rates and Material Price Sheet

Attachment D: Draft Public Improvement Contract

STATION 115 - HALLETT STREET SEWER PROJECT
ATTACHMENT A

SPECIFICATIONS

Allow for 24-7 access by emergency vehicle traffic on Hallett Street and adjacent businesses, once trenching starts on Hallett Street by utilizing steel or equivalent plates that cover trench for apparatus weighing 80,000.00 lbs. Allow for traffic flow on Hallett Street during trenching on Hallett Street.

Approximate trench length 450 feet from existing septic tank area to stub out from City of Eugene sewer. Sewer stub out from City of Eugene, roughly 83.3 feet from manhole on Prairie Road to Hallett Street. Contractor to locate existing septic line and trench, and make connections at septic from shop and main station on north side of maintenance shop to align with new sewer pipe.

Keep EWEB water department in loop when trenching occurs in the area that proposed water vault location is determined to be placed.

Keep sewer grade from LFA septic area to Hallett street to current and accepted plumbing standards. Bedding sewer pipe with $\frac{3}{4}$ -inch minus and compact in standard 12-inch lifts. Replace asphalt on Hallett Street where trench was cut and meet repair lines with at least depth of existing thickness on Hallett Street.

Make allowances in trench for up to two 1-inch electrical conduits to be placed from southeast corner of maintenance shop south to fire hydrant adjacent to Hallett Street. Electrical conduit to be 24-inches below finished grade prior completing backfill. Oregon Electric Group will be Contractor.

Keep dirt and rock from being tracked out of work areas onto fire station property and on to other roadways.

Saw cutting on Hallett needs to be vacuumed/mitigated as it's in progress by contractor. Sewer pipe type: PVC D 3034 or equivalent may be used and to be of sufficient size as deemed by plumbing code. Approved tracing wire is to be used while pipe is placed in trench. Approved flagging for any open trench shall be deployed for safety while project is on-going.

Demolition of old septic tank:

- Pump out of old septic tank contents.
- Break down old concrete septic tank.

- Fill hole left from break down of old tank and compact grave and bring up to finish grade.

Gravel area north of shop building:

Cut: Depth 2 feet.

50x100 foot gravel area needing excavation of gravel and contaminated soil to be removed hauled out.

Fill: compacted fill to finish grade from cut depth.

50x100 foot area grade and fill gravel area with clean $\frac{3}{4}$ - inch gravel fill and compact fill in 12-inch lifts up to finish grade.

May need to expand cut and fill area for horizontal spread.

STATION 115 - HALLETT STREET SEWER PROJECT RFP
ATTACHMENT B

PROPOSER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related Proposal documents and read the instruction and conditions, and hereby proposes to furnish preconstruction and construction services in accordance with the Proposal documents herein, for the price set forth in the Proposal submittal attached hereto, and forming a part of this Proposal.

The Proposer, by his signature below, hereby represents as follows:

(a) That no Board Member, officer, agent or employee of LFA is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of LFA, its Board Members, officers, agents, or employees has induced Proposer to enter into this contract and the papers made a part hereof by its terms;

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.
2. The Proposer has carefully checked the figures entered in the Forms and the Public Improvement Contract and attached Exhibits, has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that LFA will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. The Proposer agrees that this Proposal may not be revoked or withdrawn for sixty (60) calendars days after the date on which Proposals are received.
3. Contract Execution; Performance Bond. The Proposer agrees that if this Proposal is accepted it will, within ten (10) calendar days after having received the Notice of Award, execute and return to LFA the Contract in the form included in the Contract Documents and will, at or before that time, deliver the Performance Bond and insurance documentation as required.
4. Addenda. The Proposer acknowledges that it has received the following Addenda No(s): _____ and agrees that all addenda issued are a part of the Contract Documents and have been considered in preparing this Proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write "NONE" in the space.)

(b) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in its Proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(e) The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____	_____
_____	_____

(f) Proposer is a resident Proposer, as defined in ORS 279A.120. If not a resident Proposer, Proposer's resident state is _____.

(g) Proposer agrees to be bound by and will comply with provisions of ORS 279C.840 or 40 U.S.C. 3141 *et seq.*

(h) Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

(i) The Proposer certifies that he or she has read and understands all terms and conditions of this solicitation.

(j) The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.

(If Sole Proprietor or Partnership) In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 20____.

Name of Firm

Signature of Proposer

(If Corporation) In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

STATION 115 - HALLETT STREET SEWER PROJECT RFP
ATTACHMENT C
FEE AND HOURLY RATES AND MATERIAL PRICE SHEET

Contractor Fee & Hourly Rates

By: _____ Proposer Name

Fee %: _____

Preconstruction Hourly Rate Schedule

Title	Rate

Construction (include only applicable)	Straight Time	Overtime
Project Manager		

MATERIAL AND SUPPLIES COST ESTIMATES

Include costs for all materials and supplies deemed necessary, including but not limited to the following listed items:

Material	Cost per	Installation cost	Total cost

Projected Project Price \$ _____

STATION 115 - HALLETT STREET SEWER PROJECT RFP
ATTACHMENT D

Public Improvement Contract

THIS CONTRACT is made this ____ day of _____, 2025, by and between Lane Fire Authority, hereinafter called Owner, and _____, hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, the Parties agree as follows:

- 1. Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Station 115 – Hallett Street Sewer Project (Project).
- 2. Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
- 3. Contract Time.** The work will commence in _____, 2025, and will be completed by the Contractor not later than _____, 2025, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
- 4. Contract Price.** Owner shall pay Contractor a total maximum amount of _____ Dollars (\$_____) for performance of the work under this Contract.
- 5. Liquidated Damages.** Owner and Contractor acknowledge and agree that if completion of the work is not achieved by the contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and impractical or impossible to determine. Accordingly, the parties agree that if completion is not achieved by the agreed completion date, as adjusted pursuant to the contract documents, the Contractor shall pay to owner the sum of Two Hundred Dollars (\$200.00) for each partial or full day of delay beyond the completion deadline as liquidated damages for the loss of use of the project.

The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages

- 6. Progress Payments.** Owner shall make progress payments on account of the contract price on the basis of the Contractor's application for payment as recommended by the Owner on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the work measured by the schedule of values provided for in Section 19 of the General Conditions. Unless the Contractor submits security as permitted by, and which complies with, ORS 279C.560 and 701.435 for all or a portion of the retainage required herein, prior to substantial completion, progress payments will be an amount equal to not more than 95% of the work completed and 95% of the materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the

Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the work.

7. Contract Documents. The term “contract documents” means and includes the following:

- (a) Contract;
- (b) Oregon Prevailing Wage Rates;
- (c) General Conditions (Exhibit A);
- (d) Payment Bond;
- (e) Performance Bond;
- (f) Request for Proposals attached;
- (g) Drawings attached;
- (h) Change Orders;
- (i) Proof of Insurance; and
- (j) Contractor’s Quote.

In the event of a conflict, the terms of this Contract will prevail, followed by Contract Documents (g)-(h), (b)-(f) then (i)-(j), in that order.

8. Contractor's Representations. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

(a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the work;

(b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site affecting cost, progress, or performance of work which were relied upon in the preparation of the drawings and specifications;

(c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in Section 8(b), above, which Contractor deems necessary for the performance of the work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;

(d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;

(e) Contractor has given the Owner’s representative written notice of all conflicts, errors or discrepancies which it has discovered in the contract documents and the written resolution thereof by the Owner’s representative is acceptable to the Contractor.

9. Miscellaneous.

(a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

(b) This Contract shall be binding upon all parties to the Contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

(c) The Contractor acknowledges that for all purposes related to the Contract, the Contractor is and shall be deemed to be an independent Contractor and not an employee of the Owner, shall not be entitled to benefits of any kind to which an employee of the Owner is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that the Contractor is found by a court of law or an administrative agency to be an entitled employee of the Owner for any purposes, the Owner shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration the Contractor receives (from the Owner or third party) as a result of said finding and to the full extent of any payments that the Owner is required to make (to the Contractor or to the third party) as a result of said finding.

THIS CONTRACT is effective on the _____ day of _____, 2025.

OWNER:

CONTRACTOR:

By: _____
[NAME], [TITLE]

By: _____
[NAME], [TITLE]

Address for giving notices:

Address for giving notices:

Lane Fire Authority
88050 Territorial Highway
Veneta, OR 97487

[BUSINESS NAME]
[ADDRESS]
[CITY, STATE ZIP]

CCB License: _____

Exhibit A
General Conditions

Section 1. Definitions. Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bonds.** Proposal, performance and payment bonds and other instruments of security.
3. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.
4. **Contract Price.** The total monies payable to the Contractor under the terms and conditions of the contract documents.
5. **Contract Time.** The number of calendar days stated in the contract documents for completion of the work.
6. **Contractor.** The person, firm, or corporation with whom the Owner has executed the Contract.
7. **Drawings.** The part of the contract documents which show the characteristic and scope of the work to be performed and are referred to in the contract documents.
8. **Field Order.** A written order issued by the Owner representative which orders minor changes in work not involving an adjustment in the Contract Price or an extension of the Contract Time.
9. **Owner Representative.** That person appointed by the Owner to act as the Owner's representative in all matters relating to this contract.
10. **Proposal.** The offer or proposal of the Proposer submitted on the prescribed form setting forth the prices for the work to be performed.
11. **Substantial Completion.** The date certified by the Owner representative when the construction of the project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the project or a specified part can be utilized for purposes for which it is intended.
12. **Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

13. Supplier. Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design but who does not perform labor at the site.

14. Work. All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

15. Written Notice. Any notice to any party to the Contract, or relative to any part of this Contract, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Contract, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. Delivery of Bonds. When the Contractor delivers the executed Contracts to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.

2. Copies of Documents. Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.

3. Commencement of Contract Time. The contract time will commence to run on the day indicated in Section 3 of the Contract.

4. Insurance. Before undertaking any work on the project, Contractor shall provide Owner with certificates of insurance including a comprehensive general liability and other insurance as will provide protection for the claims set out below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the contract documents whether such performance is by Contractor or any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workers or worker's compensation disability benefits or other similar employee benefits;
- (b) Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees;
- (c) Claims for damages because of bodily injury, sickness or disease of any person other than Contractor's employees;
- (d) Claims for damages insured by personal injury liability coverage which is sustained by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor or by any other person for any other reason;
- (e) Claims for damages other than to the work itself because of injury or destruction of tangible property, including loss of use resulting therefrom;
- (f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- (g) Installation floater with a limit to cover the on-site materials and tools.

The limits of such liability shall be as follows:

<u>Type</u>	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$2,000,000	4,000,000

Type	Occurrence	Aggregate
Automobile	\$2,000,000	4,000,000
Bodily Injury	\$2,000,000	4,000,000
Property Damage	\$2,000,000	4,000,000
Installation Floater	\$1,000,000	
Worker's Compensation	Statutory Limits	

5. Additional Insured Clause - The general and auto liability insurance coverages required for performance of this contract shall be endorsed to name The Owner and its divisions, its officers, agents and employees as additional insureds on any insurance policies required herein with respect to provider's activities being performed under the contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Owner. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

6. Insurance, whether written on an Occurrence or a Claims-made basis, shall be and remain in effect from the date of commencement of the Work until the expiration of the Contractor's warranty.

7. The Contractor shall not cancel, materially change, or not renew insurance coverages, and shall notify the Owner of any material reduction or exhaustion of aggregate limits, cancellation notices, and any endorsements subsequently issued, amending coverage or limits. Any insurance bearing any adequacy of performance shall be maintained after completion of the services for the full guarantee period, and should Contractor fail to immediately procure such insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to Contractor.

8. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional Certificate of Insurance which evidences the continuation of such coverage shall be submitted with the final Application for Payment.

9. Owner Insurance. Owner shall be responsible for purchasing and maintaining its own liability and property insurance. All other risk of loss at the work site shall be borne by Contractor until acceptance of Project by Owner.

10. Subrogation Waiver. Contractor waives all rights against Owner and its agents and employees for damages caused by fire or other perils to the extent covered by insurance provided in the above paragraph. The Contractor shall require similar written waivers from each subcontractor and each such waiver shall be in favor of Owner.

Section 3. Contract Documents.

1. The contract documents comprise the entire agreement between Owner and Contractor concerning work. They may be altered only by written modification.

2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner representative in writing at once and before proceeding with the work affected by the conflict.

3. It is the intent of the specifications and drawings to describe the complete project to be constructed in accordance with the contract documents. Any work which may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the proposals, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner representative.

4. Re-Use of Documents. Neither Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents which are a part of this contract. They may not be re used by any party without the express written consent of the Owner and of the preparer of the drawings.

Section 4. Materials, Service and Facilities.

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.

4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Owner representative if sufficient information is submitted by Contractor to allow the Owner representative to determine that the material proposed is equivalent to that named.

5. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any

obligation on the part of the Owner to pay or to see to the payment of any monies due any subcontractor or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees required to perform the work. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.

2. Owner will obtain all permits from City of Eugene and Lane County and SDCs for permits and licenses. Owner shall pay all governmental charges and inspection fees necessary for the prosecution of the work; Owner shall pay all charges of utility service companies for connections to the work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the place of the project.

Section 6. Survey, Permits and Regulations.

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract document, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.

2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

Section 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all work and all materials or equipment to be incorporated into the work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's representative or any employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

The Contractor will supervise and direct the work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

Section 9. Changes in Work.

Owner at any time the need arises, may order changes in the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order. Owner or its representative may also, at any time, by issuing a field order, make changes in the details of the work. Contractor shall proceed with the performance of any changes in the work so ordered unless Contractor believes that such field order entitled it to a change in contract price or contract time, or both, in which event it shall give Owner's representative written notice within two (2) days after receipt of the field order. Contractor shall document in Contractor's notice the basis for the change in contract price or contract time within five (5) days. Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from Owner.

Section 10. Changes in Contract Price.

The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the work plus an amount not to exceed ten percent (10%) of the actual work to cover the cost of general overhead profit.

Section 11. Limitation on Liquidated Damages.

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or Owner's Representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the Contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and

2. Any delays of Subcontractors occasioned by any of the causes specified above.

Section 12. Correction of Work.

1. Contractor shall promptly remove from the premises all work rejected by Owner's representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

2. All removal and replacement work shall be done at Contractor's expense. If Contractor does not take action to remove rejected work within five (5) days after receipt of written notice, Owner may remove such work and store the materials at the expense of Contractor.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by written notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless it has given the required written notice.

Section 14. Suspension of Work, Termination Delay.

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the work, or if Contractor disregards the authority of Owner's representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' notice from delivery of the written notice, terminate the services of the Contractor and take possession of the project and all materials, equipment, tools, construction equipment, machinery thereon owned by Contractor and finish the work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract

price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.

2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.

3. After five (5) days from delivery of written notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, Contractor shall be paid for all work executed and any reasonable expense sustained plus reasonable profit.

Section 15. Equal Opportunity.

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

Section 16. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the Owner; and

(b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the Owner.

(c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.

2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.

3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

4. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.

5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

6. Contractor shall demonstrate to the Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.

7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or the its surety from the Contractor's or its obligation with respect to any unpaid claim. If the Owner is unable to determine the validity of any claim for labor or material furnished, the Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the Owner or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (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. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

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

10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

11. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

13. Contractor will comply with all provisions of ORS 279C.800 to ORS 279C.870, relating to Oregon's prevailing wage rates:

(a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(i) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2025 Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents

(ii) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

(iii) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.

(iv) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

(b) Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, Contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of Thirty Thousand Dollars (\$30,000). The

bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' written notice to the contractor or subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for work performed on contracts entered into before the cancellation. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (i) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (ii) Unless Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
- (c) As may be required by ORS 279C.845, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the Owner in writing.
- (i) If a contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five percent (25%) of any amount earned by the contractor on the public works project until the contractor has filed with the Owner statement as required by ORS 279C.845. The Owner shall pay the contractor the amount retained within fourteen (14) days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
 - (ii) The contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within fourteen (14) days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.

14. All employers, including Contractor, that employ subject workers who work under this contract shall 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.

15. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

16. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

17. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, minority-owned or women-owned businesses, or emerging small business or a disadvantaged business enterprise in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a veteran as defined in ORS 408.225. ORS 279A.110.

18. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.

19. As may be applicable, Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the subcontractors commence work under this contract.

20. Pursuant to ORS 279C.510, if feasible and cost-effective and the contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.

21. Pursuant to ORS 279C.510, if feasible and cost-effective and the contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.

22. Pursuant to Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the contract.

23. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers

- Environmental Protection Agency
 - Homeland Security, Department of
 - Coast Guard
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Occupational Safety and Health Division
- Soil and Water Conservation Commission
- State Engineer
- State Land, Department of
- Transportation, Department of
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

24. The following notice is applicable to Work involving excavation. “ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.”

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that Lane County, its various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.

2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's representative with the required certificates of inspection, testing or approval. If any work to be inspected, tested, or approved is covered without written concurrence of Owner's representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.

3. Neither observations by the Owner representative nor inspection tests or approvals by others shall relieve the Contractor from its obligations to perform the work in accordance with the contract documents.

4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. Notice from Owner of such defects shall toll the two (2)-year warranty period, which shall reset to two (2) years for Contractor's correction work, upon its completion.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.

5. Contractor warrants and guarantees that title to all work, materials, and equipment covered by the application for payment, whether incorporated in the project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Contractor shall provide Payment and Performance Bonds at least in the Contract amount, in Owner's standard form.

Section 19. Payments to Contractor.

1. By the fifth (5th) day of each month, Contractor will submit to Owner's representative a partial payment estimate filled out and signed by Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as Owner's representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing its approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days after presentation to it of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Unless the Contractor submits security as permitted by, and which complies with, ORS 279C.560 and 701.435 for all or a portion of the retainage required herein, Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the contract documents. Owner may, after fifty percent (50%) of the work has been completed, reduce or eliminate retainage on the current and remaining estimates. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages, less authorized deductions.

2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

3. Prior to substantial completion, Owner, with the approval of Owner's representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

4. Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of Owner. Such entry or work shall only be allowed to the extent it does not interfere with Contractor's work.

5. Upon completion and acceptance of the work, Owner's representative shall issue a certificate attached to the final payment request that the work has been accepted by it under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner's, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

6. If Owner fails to make payment thirty (30) days after approval by Owner representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Indemnification.

Contractor will indemnify and save Owner and Owner's officials, employees, agents harmless from and for all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the Contract Documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.

Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from and for any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits, torts, or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.

Section 21. Cleanup.

1. From time to time as the work progresses and immediately after completion of the work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within twenty-four (24) hours after directed, the work may be done by Owner and the cost thereof to be deducted from any payment due Owner.

2. After all other work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.

3. As a condition precedent to final acceptance of the project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

Section 22. Use of Light, Power and Water.

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the work is improved. Contractor shall install, maintain and remove temporary lines upon completion of work. Contractor shall obtain all permits and bear all costs for completion of Project and in connection with temporary services and facilities at no expense to the Owner.

Section 23. Claims.

1. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

2. Claims for Additional Costs. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner.

3. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of the cost and of probable effect of delay on progress of the Work. In the case of continuing delay, only one Claim is necessary.

4. Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work regardless of the cause, notice of such injury or damage, whether or not insured, shall be given immediately to the Owner's authorized representative and the Contractor's authorized representative. The notice shall provide sufficient detail to enable the Owner and any other party affected to investigate the matter.

Section 24. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the contract documents, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not dispute will be decided by arbitration conducted in Lane County, Oregon, rather than through the court process.

2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand is made to Owner and Owner has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which Owner has rendered a written decision in respect herein. The failure to demand arbitration within said 30 days shall result in the Owner's decision being binding upon Owner and Contractor.

3. Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the thirty (30) day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by written notice within five (5) days after receipt of a demand for arbitration, reject arbitration and require the other party to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 et seq. If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered

by the arbitrator(s) will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Section 25. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

LANE FIRE AUTHORITY
SEWER EXTENSION
RFP25-0001
ADDENDUM #1

4-23-2025

LANE FIRE IS SUBMITTING AN ADDENDUM UNDER SECTION II- STATEMENT OF WORK.

PURPOSE AND INTRODUCTION:

- a. Lane Fire Authority is waiving: Design, permit and engineering costs for the successful bidder and providing the engineering documents attached to this RFP.

Date: _____

Printed Name: _____

Title: _____

Signed by _____



VICINITY MAP
NO SCALE

LEGEND

- 400--- EXISTING MAJOR CONTOUR AND ELEVATION
- 399--- EXISTING MINOR CONTOUR
- 400--- PROPOSED MAJOR CONTOUR AND ELEVATION
- 399--- PROPOSED MINOR CONTOUR AND ELEVATION
- EX 8" WW--- EXISTING WASTE WATER AND SIZE
- SD EX 12" SD--- EXISTING STORM DRAIN AND SIZE
- WL EX 8" W--- EXISTING WATER LINE AND SIZE
- WW--- PROPOSED WASTEWATER LINE
- GAS--- EXISTING GAS LINE
- E--- EXISTING ELECTRICAL
- OHW--- EXISTING OVERHEAD ELECTRICAL
- FOC--- EXISTING COMMUNICATIONS

- SD EXISTING MANHOLE
- WW EXISTING MANHOLE
- C PROPOSED CLEANOUT

ELEVATION DATUM

ELEVATIONS BASED UPON CITY OF EUGENE SANITARY SEWER MANHOLE #17061 LOCATED AT THE INTERSECTION OF PRAIRIE ROAD AND HALLETT STREET. RIM ELEVATION 378.27 FEET (NAVD 88 DATUM)

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE

ENGINEER'S NOTE

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND CITY OF EUGENE. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES. ANY ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND FAVREAU ENGINEERING, LLC DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKEOFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS INCLUDING POTHOLING AND LOCATING EXISTING UNDERGROUND UTILITIES AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

SHEET INDEX

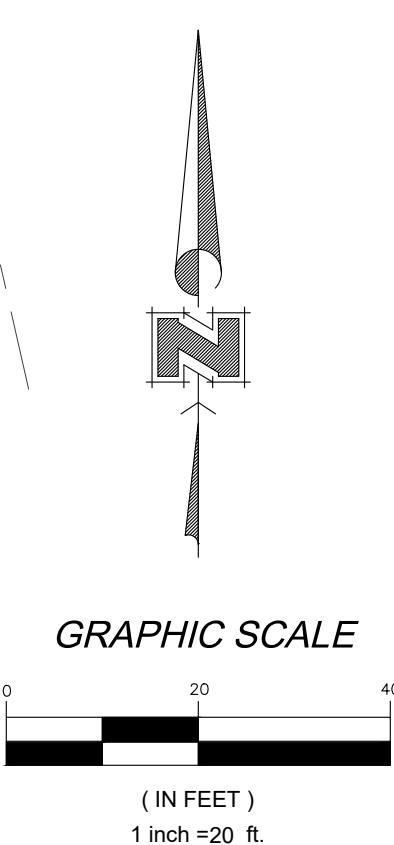
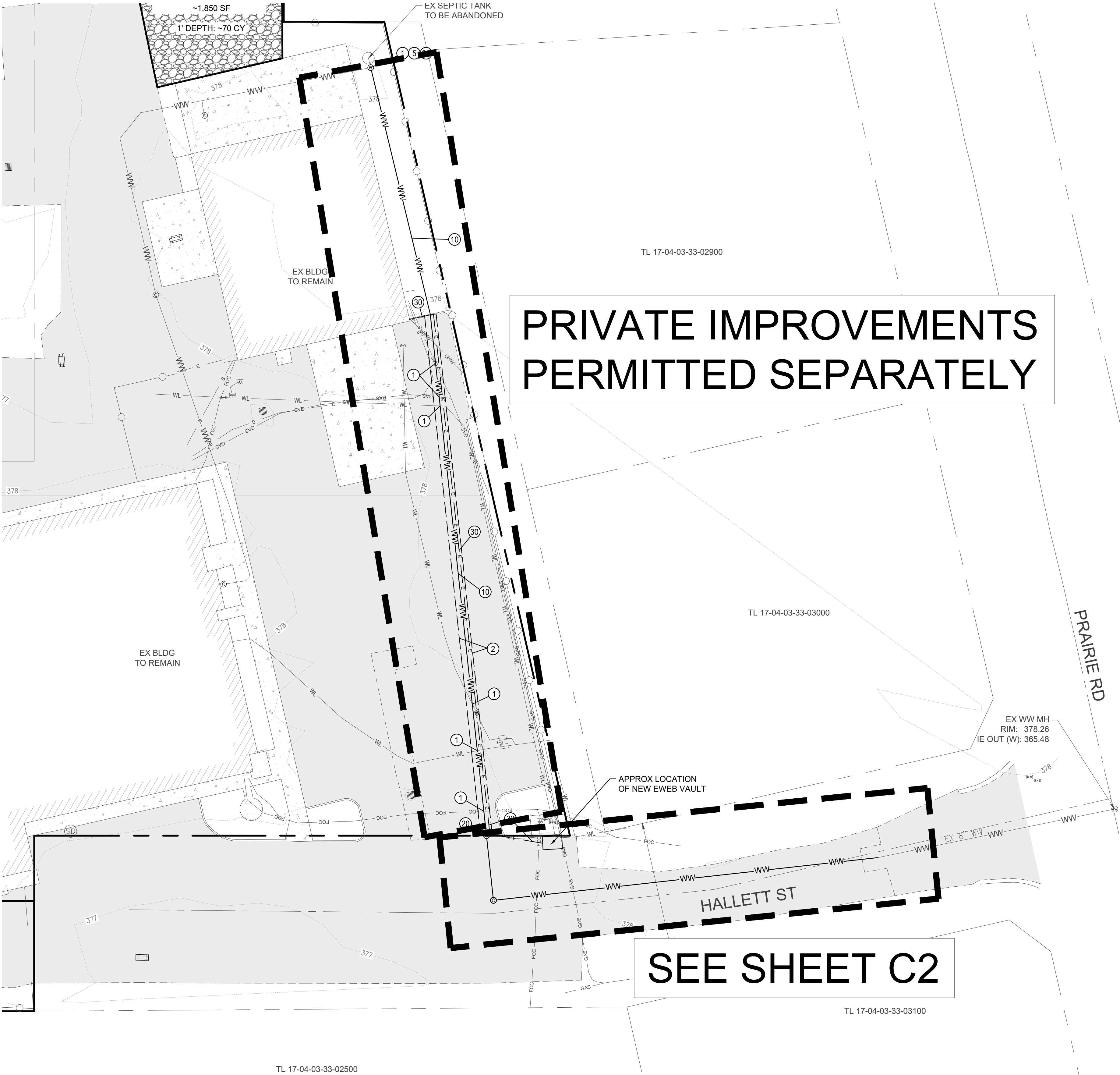
- C1 - TITLE SHEET
- C2 - WASETWATER PLAN & PROFILE
- C3 - DETAILS

PROPERTY INFO

29999 HALLET ST
EUGENE, OR 97402
TL: 17-04-03-33-02700

APPLICANT:
LANE FIRE AUTHORITY
88050 TERRITORIAL HWY
VENETA, OR 97487
(541) 935-2226

APPLICANT'S REPRESENTATIVE:
FAVREAU ENGINEERING
2206 COUNTRY HAVEN DR
EUGENE, OR 97408
(541) 556-4425



TITLE SHEET
FOR
HALLETT STATION
WASTEWATER

CITY OF EUGENE
PUBLIC WORKS DEPT.
FAX LOT
17-04-03-33-02700

APPROVED:

NO.	DESCRIPTION	DATE	BY

REVISIONS

FAVREAU
ENGINEERING

REGISTERED PROFESSIONAL
ENGINEER
OREGON
Exp. 12, 2017
ETEC J. FAVREAU

EXPIRES 12/31/25

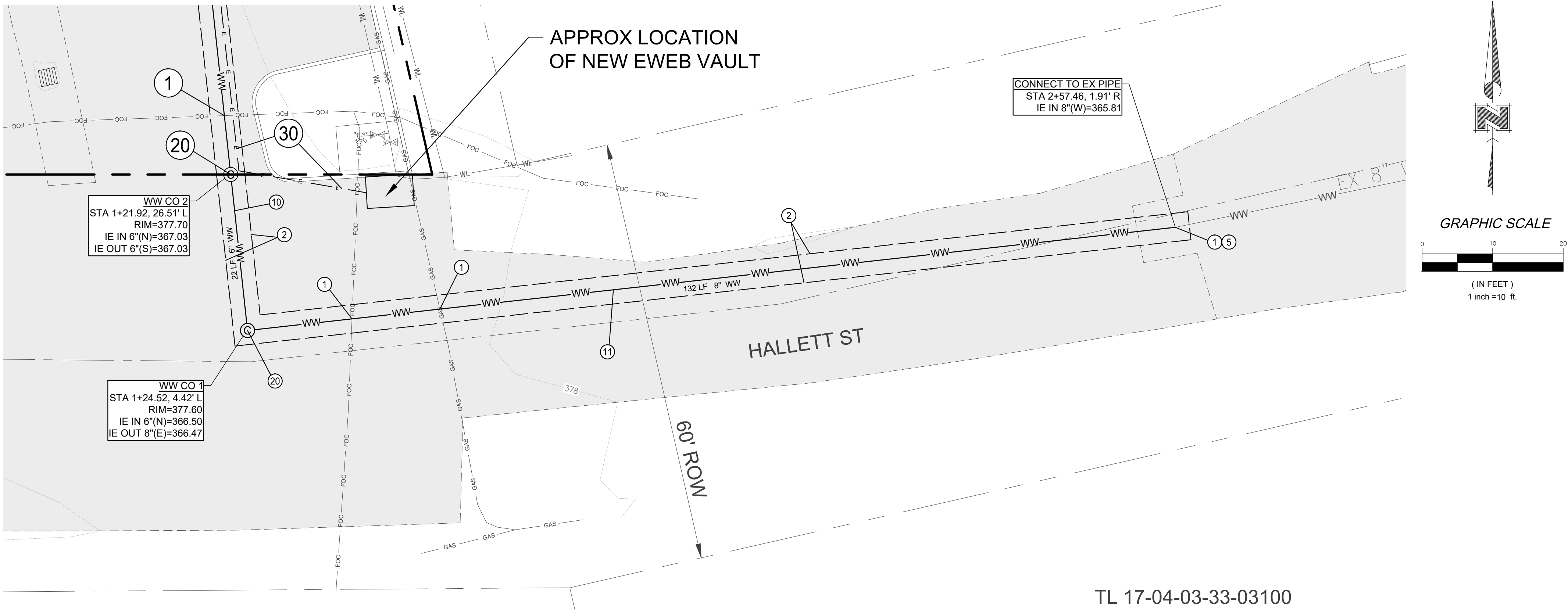
2206 COUNTRY HAVEN DR
EUGENE, OR 97408 (541) 556-4425

DATE: 4/15/25

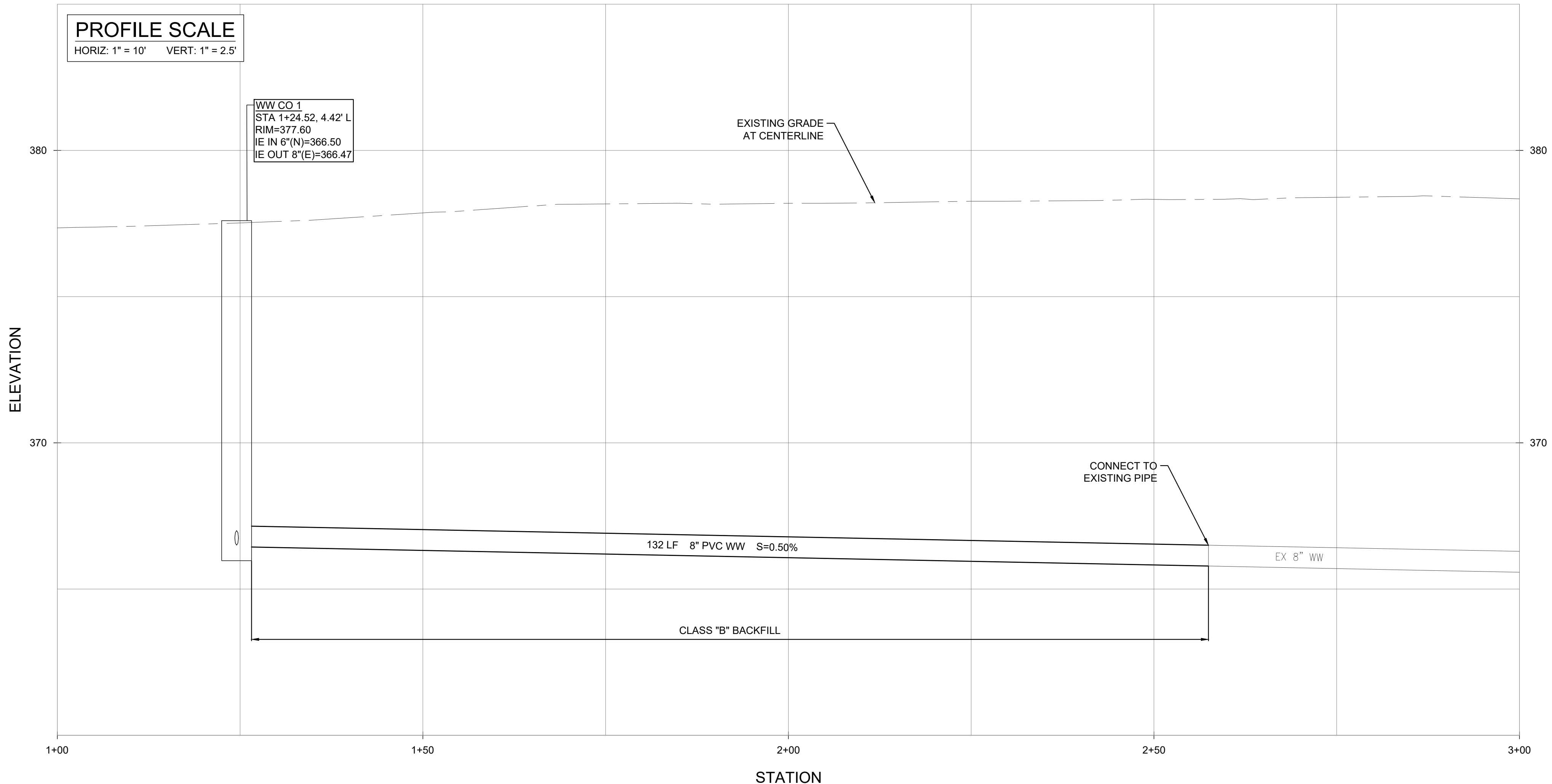
SHEET C1

CONSTRUCTION NOTES

- ① POTHOLE EX UTILITY PRIOR TO CONSTRUCTION - NOTIFY ENGINEER OF DISCREPANCIES
- ② SAWCUT EX ASPHALT - REPAIR TRENCH PER RD300
- ⑤ CONNECT TO EXISTING UTILITY
- ⑩ INSTALL 6" D3034 PVC WASTEWATER LINE, CLASS "B" BACKFILL
- ⑪ INSTALL 8" D3034 PVC WASTEWATER LINE, CLASS "B" BACKFILL
- ⑫ INSTALL WASTEWATER CLEANOUT PER RD362



HALLETT ST PROFILE



WASTEWATER PLAN & PROFILE FOR HALLETT STATION WASTEWATER

CITY OF EUGENE
PUBLIC WORKS DEPT.

AX LOT
17-04-03-33-02700

APPROVED:

DATE		BY	DESCRIPTION	NO.

FAVREAU
ENGINEERING

2200 COUNTRY HAVEN DR
EUGENE, OR 97408 (541) 556-4425



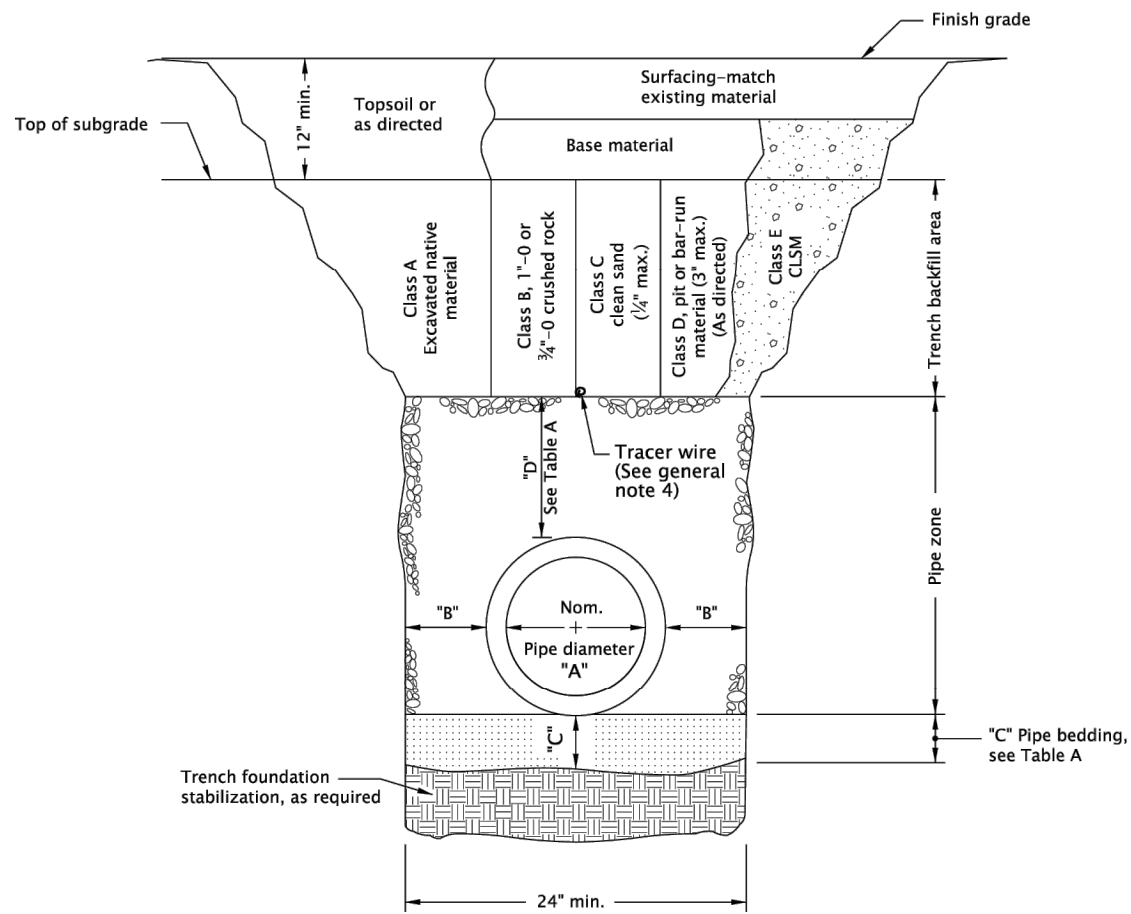
EXPIRES:	12/31/25
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DATE: 4/15/25

SHEET C2

TABLE A			
7"x (in)	7"x (in)	7"x (in)	7"x (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter,
see general note 3.



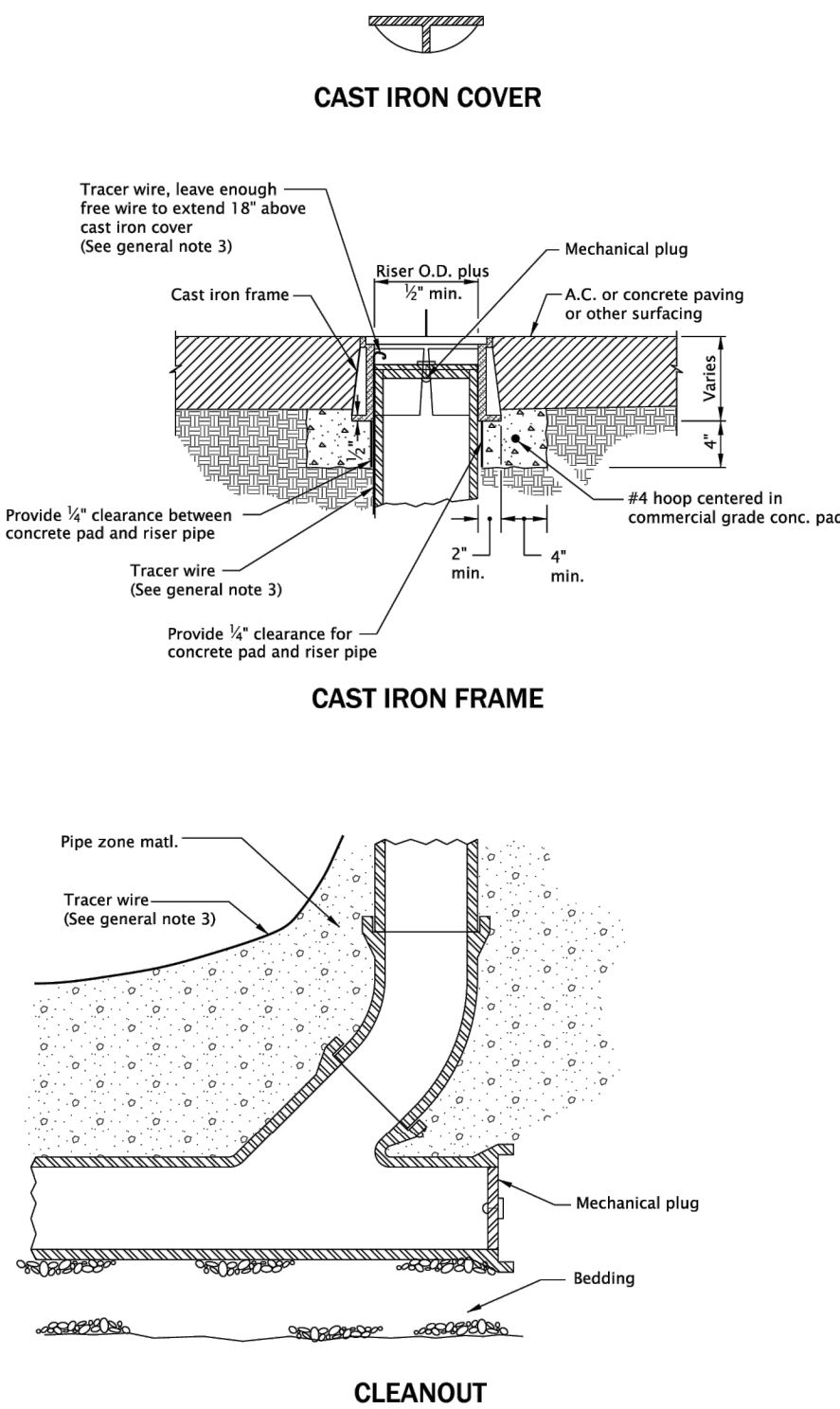
MULTIPLE INSTALLATIONS	
DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:
- Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
 - For pipe installation in embankment areas where the trench method will not be used and the pipe is $\geq 36"$ diameter, increase dimension "B" to nominal pipe diameter.
 - Pipes over 72" diameter are structures, and are not applicable to this drawing.
 - See Std. Dwg. RD336 for tracer wire details (When required).

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

All materials shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS	
2024	
DATE	REVISION DESCRIPTION
CALC. BOOK NO.	N/A
DATE	14-JUL-2024
RD300	

Effective Date: December 1, 2024 – May 31, 2025



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

All materials shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
SANITARY CLEANOUT	
2024	
DATE	REVISION DESCRIPTION
CALC. BOOK NO.	N/A
DATE	14-JUL-2024
RD362	

Effective Date: December 1, 2024 – May 31, 2025

DETAILS
FOR
HALLETT STATION
WASTEWATER

CITY OF EUGENE
PUBLIC WORKS DEPT.

FAX LOT
17-04-03-33-02700

APPROVED:

REVISIONS	
DATE	DESCRIPTION
BY	NO.

FAVREAU
ENGINEERING

2206 COUNTRY HAVEN DR
EUGENE, OR 97408 (541) 556-4425

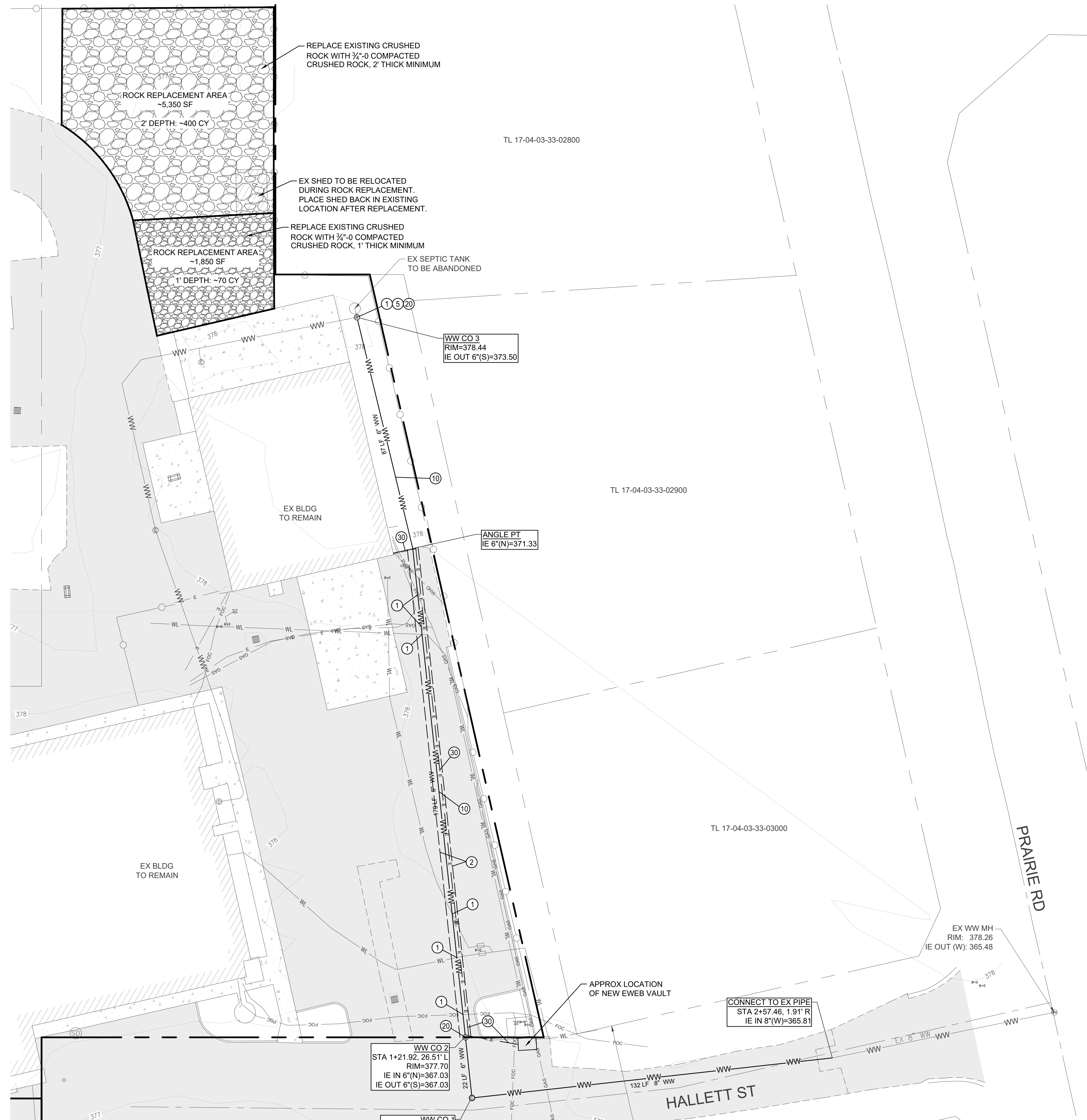


DATE: 4/15/25

SHEET C3

1. REFER TO SHEET C2 FOR CONSTRUCTION INFORMATION OF WASTEWATER LINE WITHIN PUBLIC RIGHT OF WAY. WASTEWATER LINE ON THIS SHEET SHOWN FOR REFERENCE ONLY.
2. POTHOLE ALL UTILITIES PRIOR TO CONSTRUCTION BEGINNING AND NOTIFY ENGINEER OF ANY POTENTIAL DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING INSTALLATION OF WASTEWATER LINE

- ① POTHOLE EX UTILITY PRIOR TO CONSTRUCTION - NOTIFY ENGINEER OF DISCREPANCIES
- ② SAWCUT EX ASPHALT - REPAIR TRENCH PER RD300
- ⑤ CONNECT TO EXISTING UTILITY
- ⑩ INSTALL 6" D3034 PVC WASTEWATER LINE, CLASS "B" BACKFILL
- ⑫ INSTALL WASTEWATER CLEANOUT PER RD362
- ⑬ INSTALL (2) 1" SCH 40 PVC ELECTRICAL CONDUITS 2' BELOW GRADE. CONDUITS TO BE LOCATED IN PROPOSED WASTEWATER TRENCH AS SHOWN AND TERMINATE AT APPROXIMATE LOCATION OF NEW EWEV VAULT.



**PRIVATE WASTEWATER
PLAN
FOR
HALLETT STATION
WASTEWATER**

CITY OF EUGENE
PUBLIC WORKS DEPT.

AX LOT
17-04-03-33-02700

APPROVED:

REVISIONS				
DATE	BY	DESCRIPTION	NO.	

FAVREAU
ENGINEERING

2200 COUNTRY HAVEN DR
EUGENE, OR 97408 (541) 556-4425



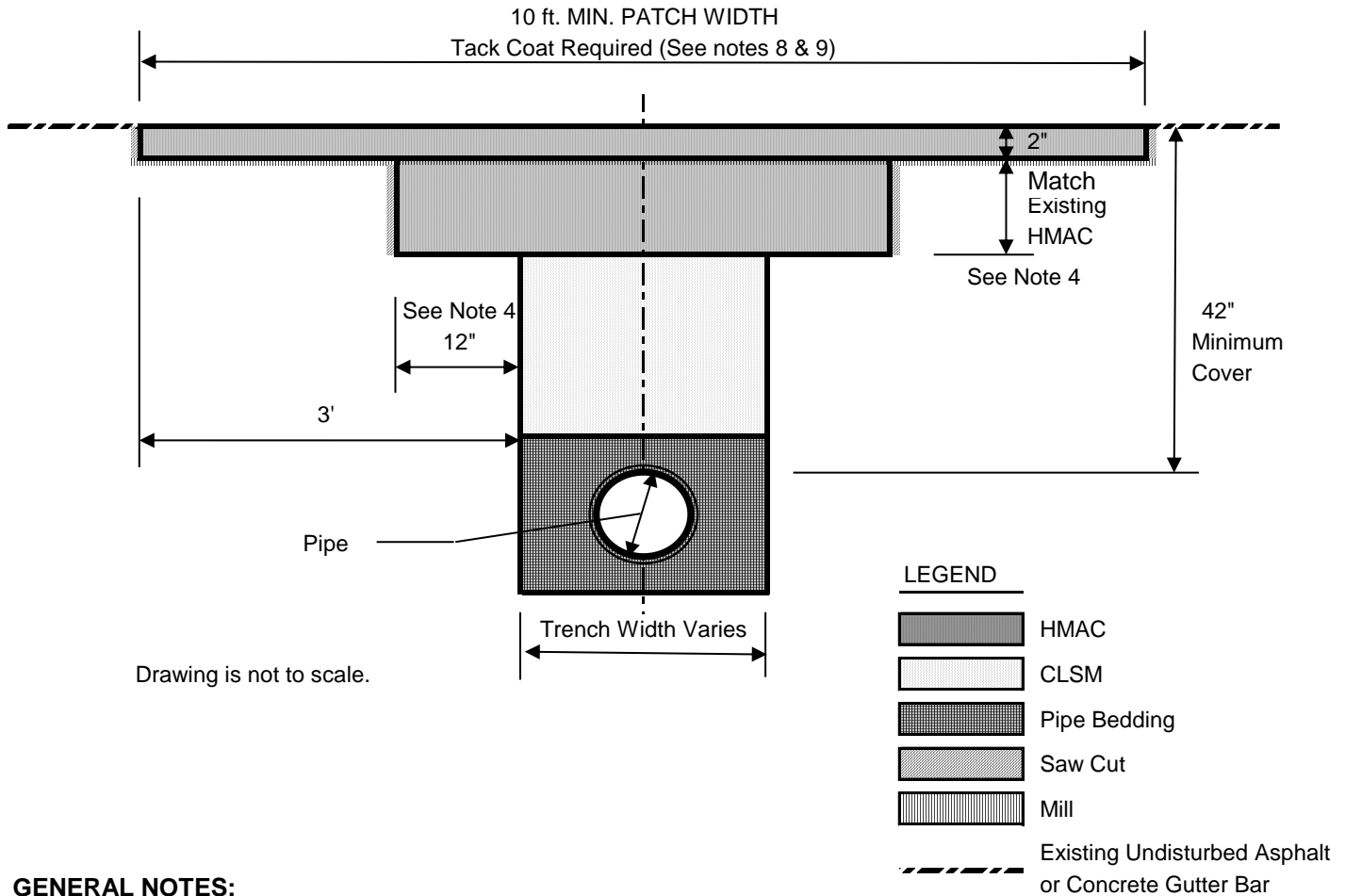
DATE: 4/15/25

SHEET C4

LANE COUNTY

"T"-CUT

FOR COLLECTOR AND ARTERIAL ROADS (40 MPH or Less)



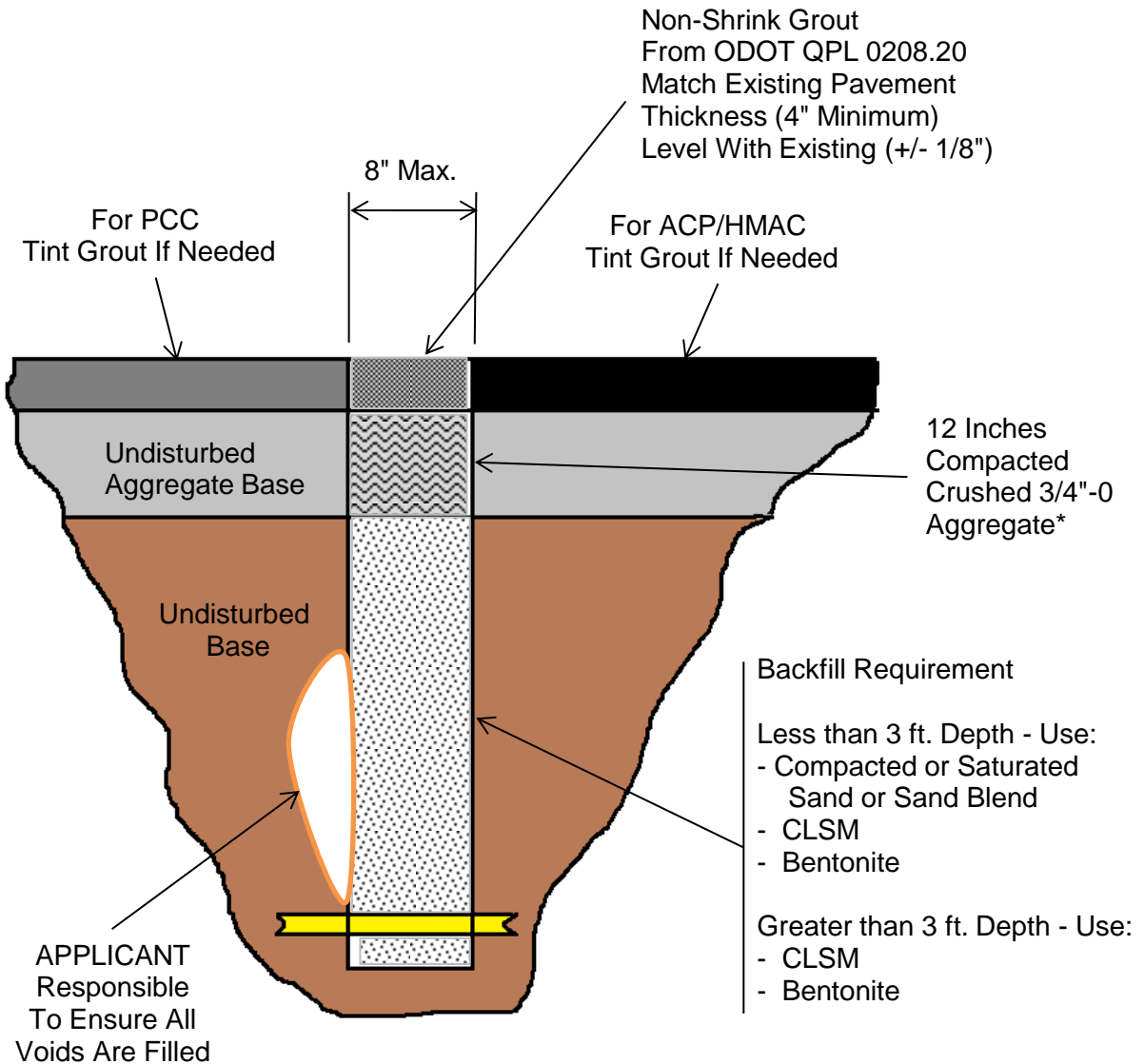
GENERAL NOTES:

1. See Std. Dwg. RD300 for Trench Backfill, Bedding, Pipe Zone and Multiple Installations.
2. See Std. Dwg. RD302 for Street Cuts on Local and Residential roads.
3. Controlled Low Strength Materials (CLSM) backfill material is required unless otherwise directed.
4. 12 inch "T" Cut requirement may be waived when CLSM backfill is used.
5. Joints in the travel lane are to be at the curb & gutter and/or at the nearest longitudinal joint outside a wheel path.
6. All cuts in pavement shall be full depth saw cuts. A minimum compacted thickness of 2 inches or the thickness of the removed pavement, whichever is greater. Pavement to be compacted in 2 inch lifts.
7. Cut areas shall be cold patched at the end of the workday and the patch maintained. Cold patched areas shall be hot patched within 10 days. All cold patch material shall be excavated prior to hot patch restoration.
8. Pavement grinding shall conform to Oregon Standard Specifications for Construction, Section 00620, Cold Plane Pavement Removal. Pavement surface shall be uniformly milled using equipment that is capable of accurately establishing profile grades within a tolerance of 1/4" by reference from either the existing pavement or independent
9. Asphalt emulsion tack coat shall be used to seal the asphalt to the edges of the existing asphalt. All cut areas shall be sealed with an ODOT approved polymer asphalt sealant.
10. All existing pavement markings and legends are to be restored with like kind.
11. The road shoulder and pavement edge shall be restored to match the previous condition.
12. Applicant shall accept responsibility for pavement stress or settlement of the "T" Cut restoration section for a period of 1 year.



LANE COUNTY

POTHOLE DETAIL

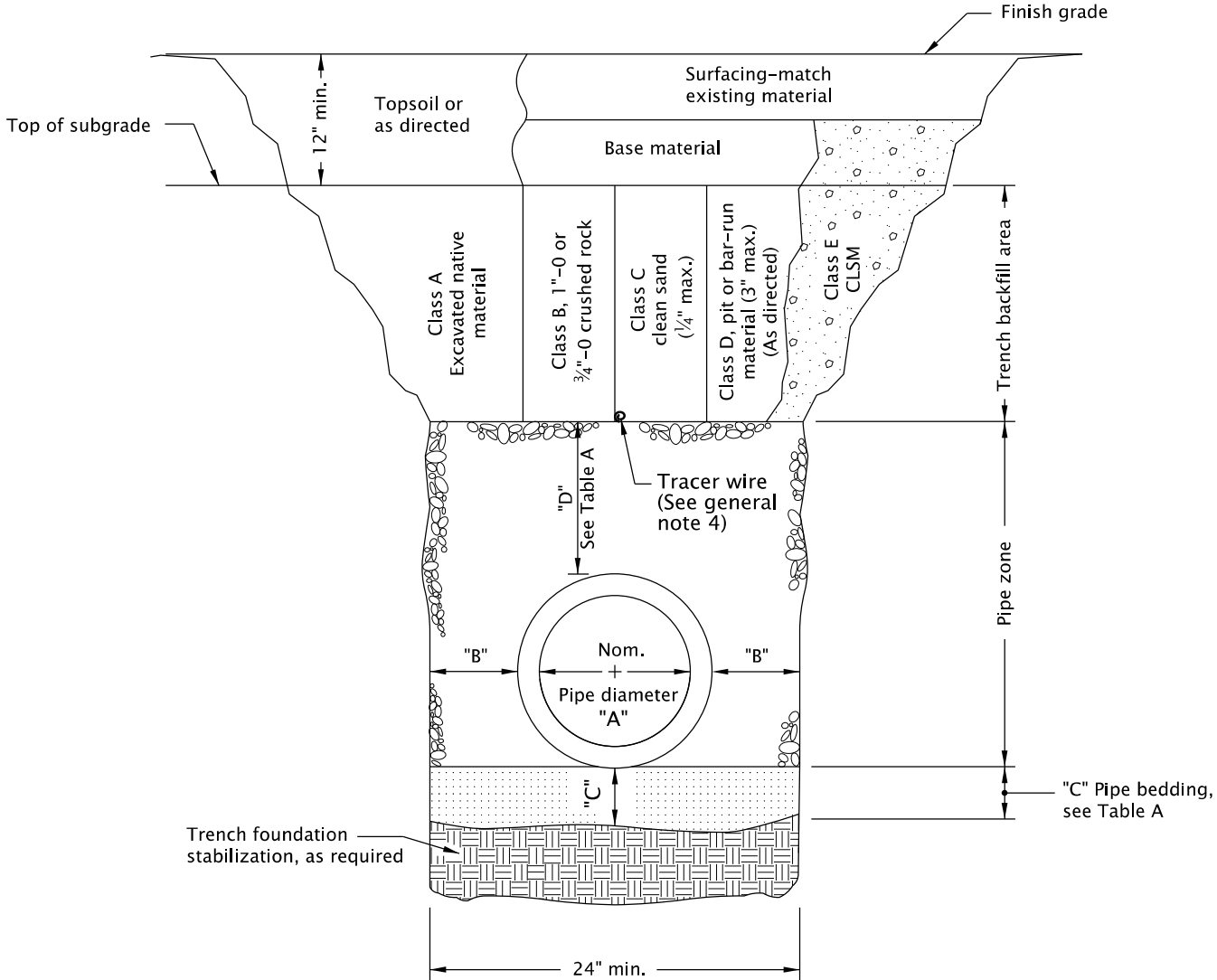


* Compacted Aggregate Not Required
If CLSM Backfill Used

TABLE A

"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter,
see general note 3.



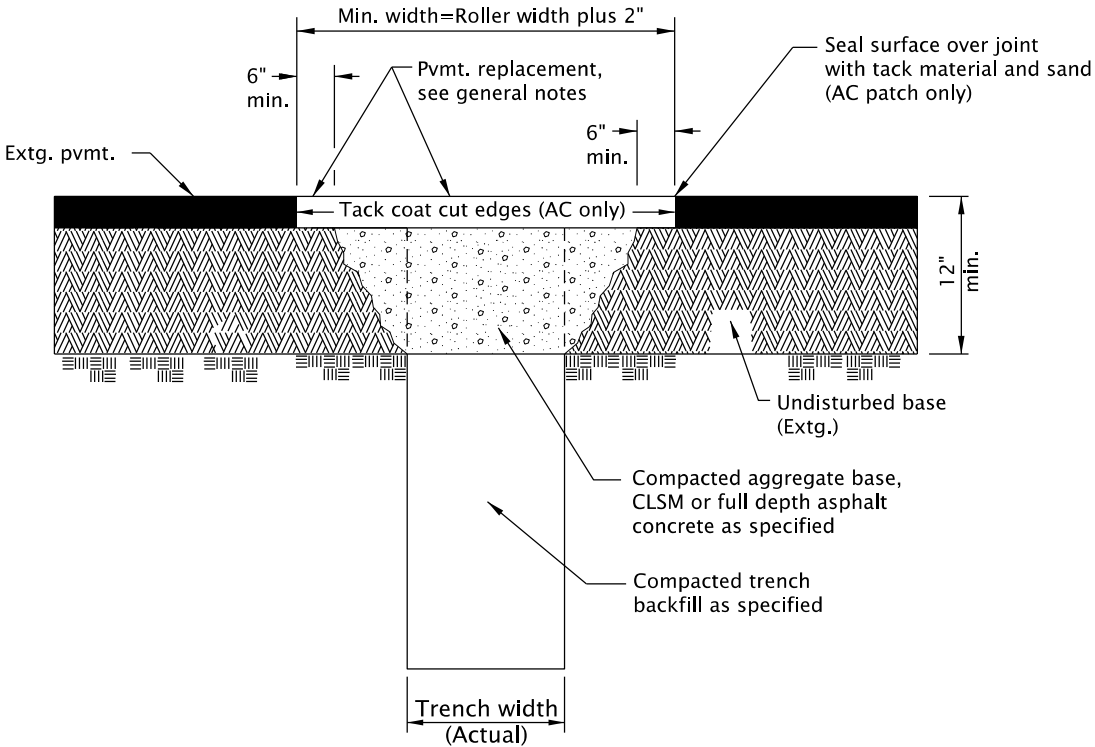
MULTIPLE INSTALLATIONS	
DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
- For pipe installation in embankment areas where the trench method will not be used and the pipe is ≥ 36 " diameter, increase dimension "B" to nominal pipe diameter.
- Pipes over 72" diameter are structures, and are not applicable to this drawing.
- See Std. Dwg. RD336 for tracer wire details (When required).

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

All materials shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS			
2024			
DATE	REVISION DESCRIPTION		
CALC. BOOK NO.	N/A	SDR DATE	14-JUL-2014
RD300			



- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:
1. All existing AC or PCC pavement shall be sawcut prior to repaving.
 2. Concrete pavement shall be replaced with concrete to a minimum thickness of 8" or to the thickness of removed pavement, whichever is greater.
 3. For joining new concrete to existing concrete, see contract plans for sepecific details.
 4. Place AC mix minimum thkn. of 6" or the thkn. of the removed pavement, whichever is greater. Compact as specified.

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

All materials shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
STREET CUT			
2024			
DATE	REVISION DESCRIPTION		
CALC. BOOK NO.	N/A	SDR DATE	20-JUL-2020
RD302			