



**SPECIFICATIONS**

**FOR:**

**PURCHASE OF PRE-MANUFACTURED MODULAR  
ROLLED GIRDER BRIDGE**

**CONTRACT NO. 20/21-03**

**BID OPENING**

**3:00 P.M., local time**

**JANUARY 26, 2021**

**LANE COUNTY  
PUBLIC WORKS- Waste Management  
3100 East 17<sup>th</sup> Avenue  
EUGENE, OREGON 97403**

## **PREFACE**

### **General:**

The Addenda and Special Provisions are issued for the information of bidders submitting bids for the project or work described herein at the time and place specifically indicated herein. They are the Addenda and Special Provisions which, subject to such revision as may be made in accordance with provisions stated below, will be incorporated in and made a part of the contract for said project or work that may be awarded on the basis of a Bid received at said specifically indicated time and place.

Should the project or work described be re-advertised for bids to be received at a time later than indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting bids at the later time should obtain the new specifications and provisions and base their bids upon them, as they will be bound by them in the event they are awarded the contract.

### **Revisions Prior to Opening of Bids:**

Plans and Specifications are subject to revision by Lane County at any time prior to the time specified herein for the receiving of bids. Lane County will provide addenda by publishing them at the Agency's website at: [https://www.lanecounty.org/ITBs\\_bids\\_and\\_rfqs](https://www.lanecounty.org/ITBs_bids_and_rfqs)

Use of information contained on the County website is subject to those limitations set forth in Section A of the Bid Provisions and the Special Provisions.

## TABLE OF CONTENTS

	<b>PAGE</b>
Invitation for Bids	1
A. Instructions to Bidders	2
B. Special Provisions	7
C. Technical Specifications	8
D. Insurance Coverages Required	17
E. Sample Contract Form	18

## BID FORM

## **INVITATION FOR BIDS**

Sealed bids will be received in electronic form only by Jesse Berger, Engineer Associate, at the Lane County Office of Waste Management until **3:00 P.M., Tuesday, January 26, 2021**, at which time and place bids will be opened for the following materials:

### **CONTRACT NO. 20/21-03**

#### **PURCHASE OF PRE-MANUFACTURED MODULAR ROLLED GIRDER BRIDGE**

Interested parties may download a complete set of bid documents from the Lane County Procurement and Purchasing webpage at: [https://www.lanecounty.org/ITBs\\_bids\\_and\\_rfqs](https://www.lanecounty.org/ITBs_bids_and_rfqs).

Lane County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all bids upon finding of the agency that it is in the public interest to do so.

Lane County may cancel the procurement or reject any or all bids when the cancellation or rejection is in the best interest of the County, as determined by the County.

Lane County Department of Public Works- Waste Management  
3100 East 17<sup>th</sup> Avenue  
Eugene, Oregon 97403

###

## INSTRUCTIONS TO BIDDERS (ITB)

### 1.0 BID REQUIREMENTS

To be considered, bids must be submitted electronically, by email, in accordance with all the following instructions:

1. The Bid Form must be completed and signed by the Bidder.
2. The bid must be accompanied by Bid Security, in the form of a bona fide cashier's check, certified check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or surety bond payable to Lane County in an amount of not less than ten percent (10%) of the amount of the amount bid.
3. The bid, Bid Security, and any other documents required by the Bid Documents must be submitted as attachments to an email, submitted to:  
Jesse Berger, Engineering Associate, at [jesse.berger@lanecountyor.gov](mailto:jesse.berger@lanecountyor.gov).
4. The subject line of the email must contain the word "Bid" and clearly identify the Bid as being submitted in response to this Invitation for Bids.
5. Unless otherwise stated in the Bid Documents, the bid, Bid Security, and other documents may be submitted in PDF format only.
6. Bids must not include .zip files, nor be more than 30MB in size.

Interested parties may download a complete set of Bid Documents from the Lane County Procurement and Purchasing webpage at: [www.lanecounty.org/ITBs\\_bids\\_and\\_rfqs](http://www.lanecounty.org/ITBs_bids_and_rfqs).

The County may issue an addendum to modify or add to the terms of the Bid Documents, or to change the time or date for submission of proposals. Any addendum will be issued by the County in writing not less than 48 hours prior to the deadline for receipt of bids, and available on the County's Procurement and Purchasing bid page in the same location as stated above. Each bidder is responsible to verify for itself if any addendum has been issued prior to submission of its bid; the County is not responsible to notify individual prospective bidders of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the bids received and will become part of any resulting contract.

The County may reject any bid not in compliance with all prescribed bidding procedures, requirements, rules, or laws, and may reject for good cause any and all proposals upon the County's finding that it is in the public interest to do so.

Bids properly submitted and received will be opened immediately following the time proposals are due

### 2.0 PREPARATION AND SUBMISSION OF PROPOSALS

#### 2.1 Bid Preparation

Bidders are responsible to read and understand all portion of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their bids. To be responsive, bids must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the ITB. Bids must be submitted in the required form and containing all required documents and responses, be signed by the bidder or its authorized representative, and submitted in the manner and number described in this Invitation to Bid.

Each bidder must be an “equal opportunity employer” willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

## 2.2 Bids Subject to Oregon Public Records Law

Bids submitted in response to this ITB become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Bidders are required to acknowledge that any bid may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

## 2.3 Bid Submission

Bids must be received by the time and date stated for receipt in the ITB. To be considered, bids must be submitted in the form and manner stated in the ITB.

By submitting a bid, bidder acknowledges that the bidder has read and understands the terms and conditions applicable to this ITB, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

## 2.4 Correction, Withdrawal, and Late Submissions

A bidder may withdraw its bid at any time prior to the deadline set for receipt of bids, by email to the person identified for receipt of bids, and may submit a new sealed bid in the manner stated in the Request for Bids. The County will not consider bids received after the time and date indicated for receipt of bids. A bidder may not modify its bid after it has been deposited with the public officer, other than to address for minor informalities, unless the bid is withdrawn and resubmitted as described above.

## 3.0 CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

### 3.1 Clarifications

If a bidder finds discrepancies or omissions in the ITB documents, or is in doubt as to their meaning, the bidder must immediately notify the public officer designated for receipt of bids or other person identified for submission of questions.

If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than 48 hours prior to the deadline for receipt of bids, and available on the County's Procurement and Purchasing webpage listed above. The addendum may postpone the date for submission of bids. The requirements or clarifications contained in any addenda so issued must be included in the bids received and will become part of any resulting contract. The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the ITB of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

### 3.2 Protest of Solicitation Documents

A prospective bidder may protest the competitive selection process or provisions in the ITB documents if the prospective bidder believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for receipt of bids in the ITB not less than 10 days prior to the deadline for submission of bids.

Lane County will consider the protest if the protest is timely filed and contains:

- (a) Sufficient information to identify the solicitation that is the subject of the protest;
- (b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- (c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (d) The relief sought, which must state the desired changes to the procurement process or solicitation document that the person submitting the protest believes will remedy the conditions upon which the protest is based.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective bidder that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than 3 business days before bids are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

#### **4.0 OPENING OF BIDS**

The County will not examine any bid prior to opening. The public officer designated for receipt of bids may, as time allows, verify that the attachments to an emailed bid were received intact, and may, but is not required to, notify a bidder that an emailed submission was received in a defective form.

Any bid or modification received after the designated deadline will not be opened or considered. The bids submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure.

#### **5.0 BID EVALUATION AND AWARD**

##### **5.1 Compliance with Laws and Minimum Requirements**

Bids will be reviewed by the public officer for responsiveness to the minimum requirements established by ITB, which include:

- (a) Compliance with bid procedures, public contracting laws, and the requirements of the Lane Manual.
- (b) Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).

##### **5.2 Bid Evaluation**

In evaluating the bids and selecting a contractor, Lane County reserves the rights to:

- (a) Reject any and all bids,
- (b) Issue subsequent Requests for Bids for the same or similar goods or services,
- (c) Not award a contract for the requested services,
- (d) Waive any irregularities or informalities,
- (e) Accept the bid which the County deems to be the most beneficial to the public and Lane County,
- (f) Negotiate with any bidder to further amend, modify, redefine or delineate its bid, and
- (g) Further question any bidder to substantiate claims of experience, background knowledge, and ability.

### 5.3 Mistakes in Bids

Minor informalities may be waived. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the ITB, the bid may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

### 5.4 Notice of Award

The County will provide written notice of its intent to award to a given bidder or bidders at least 7 days before the award, unless the County determines that a shorter notice period is more practicable.

### 5.5 Protest of Intent to Award

- (a) A bidder may file a protest of an intent to award if:
  - That bidder submitted a responsive bid for the ITB,
  - That bidder was not selected for award of a contract, and
  - The basis of the protest, if accepted, would result in award to the protesting bidder based on its bid.
- (b) Lane County will consider the protest if the protest is timely filed and contains both:
  - Evidence or supporting documentation that supports the grounds on which the protest is based; and
  - The relief sought, which must state the desired changes to the procurement process or solicitation document that the person submitting the protest believes will remedy the conditions upon which the protest is based.

The protest must be filed with the recommendation to the decision maker, either the Board or the County Administrator, depending upon which has authority to execute the contract. To be considered, a protest must be submitted in writing and received within 7 calendar days after of intent to award is given, and contain the grounds for the protest in accordance with Lane Manual Chapter 20.730.

If the protest meets the requirements of this section, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective bidder that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure.



## 5.6 Rejection of Bids

If all bids are rejected, new bids may be called for in a new solicitation, or the bids received may be considered with opportunity for supplemental submission. If there is partial rejection, the County may solicit supplemental information only from those bidders who submitted bids, on the condition that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all bids, prepare findings of best interests, and provide written notice of rejection of all bids.

## SPECIAL AND TECHNICAL PROVISIONS

### I. Special Provisions:

1. **Contract Price:** The contract price shall be a lump sum. The contract price shall cover all costs incurred by Seller in providing the equipment including, but not limited to, the cost of all components and accessories described in the proposal, delivery, casualty insurance during shipping.
2. **Delivery:** Seller shall deliver the bridge superstructure, at Seller's expense in coordination with the County's General Contractor on or about July 15, 2021, with exact delivery date determined by the General Contractor, to the following location:

Lane County Waste Management  
Short Mountain Landfill  
84777 Dillard Access Road  
Eugene, Oregon 97405

The bridge superstructure sections shall be available to be delivered to the jobsite no later than **July 10, 2021**.

County's General Contractor will provide fifteen (15) calendar days' notice for delivery of the bridge superstructure.

### 3. **Liquidated Damages For Late Delivery:**

1. Any delay in delivery of the equipment beyond the time specified in special provisions will cause inconvenience and material expense to County. It is and will be impractical and difficult to ascertain the actual damage County sustains by reason of delay. In the absence of liquidated damages, obtaining adequate remedy for late delivery would be inconvenient or infeasible. Seller shall pay to County, not as a penalty, but as liquidated damages, for each calendar day of delay beyond the delivery dates listed in Section I.2, the sum of \$ 2000.00

2. County may deduct liquidated damages from the contract price.

3. County, at County's sole discretion, may grant Seller an extension of time for delivery of the equipment if the delay is caused by occurrences beyond Seller's control. An extension will not be granted for shortage or inadequacy of labor, equipment or materials; negligence or fault of Seller, Seller's suppliers or subcontractors; or other deficiencies within the province of Seller's control or responsibility.

5. **Storage Fee:** If County gives notice for delivery after July 31, 2021, County will pay a storage fee of \$100.00 for each calendar day after July 31, until such notice is given.

### 6. **Warranties:**

1. Seller warrants that bridge superstructure and all its accessories, when delivered will be in good order, complete and will perform in accordance with the manufacturer's published specifications and Buyer's specifications. In the event of

any discrepancy between County's specifications and the manufacturer's specifications, County's specifications shall take precedence.

2. The equipment also shall be subject to the warranties provided by ORS 72.3120, 72.3130, 72.3140 and 72.3150, and any waiver of such warranties in the manufacturer's written warranty shall be void with respect to the obligations of Seller under this section.

## **J. Technical Specifications**

### **WORK TO BE DONE**

The work to be done under this contract consists of the performance of such work as called for in the plans and specifications required to design, manufacture, deliver, coordinate delivery with General Contractor, and provide instructions for unloading, assembly, and erection to General Contractor, of pre-manufactured modular rolled girder bridge.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction". Located at:

[https://www.oregon.gov/odot/Business/Specs/2021\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf)

All number references in these Technical Specifications shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Technical Specifications in their entirety.

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.35(d)** Replace the first sentence of the 6<sup>th</sup> paragraph with the following:

The Engineer will process and return Working Drawings within 7 Calendar Days after receipt by the Engineer.

### **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications.

### **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the Standard Specifications.

## SECTION 04010 – MODULAR ROLLED GIRDER BRIDGE

### Description

**04010.01 Scope** – These specifications are for procurement of a fully engineered multi-piece modular bridge of steel construction and shall be regarded as minimum standards for design and fabrication. The work included under this item shall consist of design, fabricating, finishing, and transporting the steel modular rolled girder bridge superstructure including bearings and all necessary assembly hardware.

### 04010.02 Definitions –

- (a) Owner: Lane County.
- (b) Owner's Civil Engineer: Thiel Engineering.
- (c) General Contractor: Entity who will be installing, and coordinating schedule for delivery of, the bridge.
- (d) Bridge Manufacturer: Firm who will be supplying the bridge in accordance with these Special Provisions, and who will also design the bridge with their own engineer.

### 04010.03 Qualifications of Bridge Manufacturer

- (a) Qualified Bridge Manufacturers must have at least 5 years experience fabricating these types of structures and shall have an up to date quality certification by AISC as Certified Bridge Fabrication - Advanced (Major) with Fracture Critical Endorsement and Sophisticated Paint Endorsement. All suppliers shall fabricate their product, no brokers are allowed.
- (b) Bridge Manufacturer shall the following information with the bid:
  - (1) Bridge Manufacturer's Product Literature,
  - (2) Name and resume of Bridge Manufacturer's design professional who will be signing and sealing the engineering submittals,
  - (3) Copy of current AISC certification,
  - (4) Representative copies of detailed drawings, field procedures, calculations, quality control manual, welder's certifications,
  - (5) Listing of projects including owner, location, size, year of fabrication, contact person.
  - (6) The above will be evaluated by the Engineer for accuracy and ability to provide the bridge in accordance with these specifications.

### 04010.04 Bridge Manufacturer Engineering, Submittals, and Schedule

- (a) The bridge design submittals will be required for the County to obtain its building permit. Therefore, **the bridge submittals are critical path and should be submitted as early as possible.**
- (b) The Bridge Manufacturer shall have an engineer who is experienced in bridge design to perform all engineering related task and design. The engineer shall have a minimum of 10 years experience in bridge design and be a currently licensed civil or structural engineer in the State of Oregon.

(c) Engineering drawings, 11x17 pdf format, shall be prepared and submitted to the Owner for their review after receipt of the order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge being fabricated. All relative design information such as member size, ASTM/AASHTO material specification, dimensions necessary to fabricate and required welding shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be stamped, signed and dated by the Bridge Manufacturer's Design Professional.

(d) Structural calculations for the design of the bridge superstructure shall be prepared and submitted to the Owner for their review after receipt of the order. Calculations shall include complete design, analysis and code checks for the controlling members, connectivity and support conditions, deck design, deflection checks, bearings and all splices.

(e) The Owner has previously conducted geotechnical investigations and provided its own design of the bridge abutment foundations. The Bridge Manufacturer shall provide detailed adjustments to the walls on the Owner's foundation design to accommodate their final bridge design. Owner will share CAD drawings of the concrete foundation design for Bridge Manufacturer to make adjustments.

(f) Material Certifications shall be submitted for review for all materials within the bridge. Traceability of heat numbers is required for all steel.

(g) Documentation showing the performance of all critical quality checks for welding, bolting, and concrete shall be submitted for review by the Engineer or Owner.

(h) Drawings and Calculations shall be submitted within **four weeks** after receipt of the order.

(i) Bridge superstructure sections shall be delivered to the project site in Eugene, Oregon on or near the date of July 15, 2021, with the exact delivery dates coordinated with the General Contractor.

#### **04010.05 Applicable Codes and Standards**

##### **(a) Governing Specifications**

(1) Bridge shall be designed in compliance with the AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017 (AASHTO LRFD). Calculations shall be in accordance with this document, and formulas shall reference the appropriate sections

(2) Other Reference Codes, Specifications and Standards

(3) AISC, Steel Construction Manual, 15th Edition, 2017 (AISC)

(4) American Welding Society, Structural Welding Code, D1.5, 2015 (AWS D1.5)

(5) ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010 (ASCE 7)

(6) ANSI/AWC NDC-2015 National Design Specification for Wood Construction, 2015 (NDS)

#### **04010.06 Bridge Geometry and Load**

##### **(a) Width and Span Length**

(1) The bridge width shall be 16'-0" and shall be as measured from the inside face to inside face of rail.

(2) The bridge span length shall be 90' (straight line dimension) and measured from end to end of the bridge structure, not including the end angle or any deck extension beyond the end of the stringer.

**(b) Lower Steel Clearance** - The bridge manufacturer shall determine the distance from the top of the deck (measured from the highest point of the deck) to the bottom of any steel member.

**(c) Camber** - A single simple-span bridge shall have a vertical camber dimension at the mid-span equal to 100% of the anticipated full dead load deflection.

**(d) Elevation Difference**

**(1)** The top of the decks at each end of the bridge shall be constructed with a vertical elevation difference to produce a 0.5% grade slope along the bridge deck.

**(e) Dead Load** - The bridge structure shall be designed for the total bridge weight plus an additional allowance of 80 pounds per square foot total wearing surface.

**(f) Vehicle Load** - Bridge shall be designed for one lane of traffic, supporting the worst case of either HL-93 vehicle, or a fully loaded CAT 745 3-axle articulated haul truck, plus Dynamic Load Allowance. For reference, the CAT 745 truck loading is as follows:

**(1)** Total operating weight loaded: 164,000 lb

**(2)** Rear axle loaded: 53,522 lb

**(3)** Center axle loaded: 54,000 lb

**(4)** Front axle loaded: 56,500 lb

**(5)** Distance from front axle to center axle: 15'-1"

**(6)** Distance from center axle to rear axle: 6'-5"

**(g) The design ADTT (Average Daily Truck Traffic)** shall be a maximum of 400. This traffic volume will occur one or two summer seasons every 5-10 years. In between those times traffic will be light.

**(h) Wind Load** - The wind load that is applied horizontally against the height of the stringer plus the side dam shall be as specified in AASHTO LRFD Article 3.8.

**(i) Fatigue Load** - The fatigue loading shall be as specified in AASHTO LRFD Article 6.6.

**(j) Combination of Loads** - The load combinations and load factors to be used shall be as specified in AASHTO LRFD Table 3.4.1-1.

#### **04010.07 Design Criteria**

**(a) Deflections**

**(1)** Per the LRFD Bridge Design Specifications, latest edition, by AASHTO, vehicle load deflection limits are not required. However, the Bridge Manufacturer will provide an anticipated vehicle load deflection of no more than  $\text{Span}/500$ .

**(b) Wheel Load Distribution**

**(1)** Bridge deck shall be designed to support the maximum wheel load from the HL-93 or CAT 745 truck. For CAT 745 truck, the tire contact area is to be assumed to be 29.5" transverse and 10" longitudinal.

## Materials

### 04010.10 Materials

#### (a) Structural Steel

(1) All structural steel shall be ASTM A588 Weathering Steel.

#### (b) Deck Material

(1) Decking to be 4.25-inch Deck, 7-gage, placed transverse across the width of the bridge. The height of the deck shall be 4.25" from top of the lower trough to top of the profile. Width of the plank shall be 12-13/16" with one 13/16" overlapping leg. Decking shall be manufactured from pre-galvanized steel, ASTM A653 Grade 50 Class 1 with a minimum 2 oz galvanized coating. Decking is to be welded to top flange of stringers and to adjoining sheets. Welds to be treated with organic zinc-rich coating meeting the material and performance requirements of ASTM A 780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings). Alternative configurations to be approved.

#### (c) Wearing Surface

(1) Gravel will be used

(2) Top of side dam shall be 5.5" above top of 4.25-inch Big R Steel Bridge Deck for gravel wearing surface and to provide curb to direct stormwater runoff to end of bridge (scuppers not allowed due to permitting).

#### (d) Fasteners

(1) Structural bolts used to field splice or connect all main members shall be ASTM F3125 Grade A325. The nuts for these structural bolts shall be ASTM A563. One flat hardened washer meeting ASTM F436 shall be supplied with all bolts. All bolts, nuts and washers shall be galvanized and shall be furnished in an amount of 5% in excess of the number required for each size and length.

(2) Non-structural bolts shall be ASTM A307 bolts, zinc plated or galvanized.

### 04010.11 Finish

#### (a) Steel Surface Cleaning

(1) All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 1, SSPC-SP1 solvent cleaning. Exposed surfaces of steel shall be defined as those surfaces seen from the deck or from the outside and bottom of the structure. All other surfaces to have standard mill finish.

#### (b) Steel Surface Finish

(1) Weathering - For corrosion resistant high-strength low-alloy (weathering) steel no surface finish treatment is necessary. The steel will be cleaned per section 7.1 and then allowed to form a protective weathering patina over time.

### 04010.12 Bridge Rail

(a) Bridge Traffic Rail Type - Rail shall be designed to meet TL-2 loading per AASHTO LRFD Bridge Design Specifications section 13. Rail to be weathering steel Thrie-Beam Rail, 12-gage thickness, with flared ends at each end of bridge. Top of rail to be set at 2'-3" above the top of the side dam. Rail post to be bolted to post blocks that are welded to the girder webs spaced at 3'-1 1/2". 2-sided crystal reflector tabs shall be provided to be placed at 6'-3" on center.

### 04010.13 Bearings

#### (a) Bearing Plates

(1) Bearing plates shall be used under the stringers at both ends of the bridge and shall be designed to support the anticipated reactions. Bearing plate material shall be ASTM A588. The Bridge Manufacturer should design the bearing plates such that one end of the bridge is fixed, and the other end allows for expansion. All bearing plates should have a minimum of two holes to receive anchor bolts (one on each side of the stringer). For the expansion base plates, holes shall be slotted with a minimum slot length to allow for expansion and contraction. All bearing plates shall be shipped loose for field installation by others; field welded to the stringers by an AWS D1.5 certified welder.

#### (b) Elastomeric Pads

(1) The Bearing plates will be placed on top of elastomeric pads. Elastomeric pads shall be Grade 4, 60-Durometer Neoprene or natural rubber. Pads may not meet AASHTO LRFD design criteria and are to be used only as leveling pads only.

#### (c) Anchor Bolts

(1) Bridge Manufacturer shall design the diameter and grade of anchor bolts, based on the shear and tensile strength of the anchor bolt material only. All design considerations regarding concrete breakout strength in shear and tension, pullout strength, concrete side-face blowout strength, concrete pry out strength, embedment depth, type of anchorage or any other concrete failure modes are the responsibility of the Foundation Engineer and shall be shown on the final contract plans. All anchor bolts shall be galvanized. Anchor bolts for the foundation shall be drilled/epoxy. Anchor bolts shall be provided by the Bridge Manufacturer and installed by the Contractor.

### 04010.14 Cast In Place Concrete Sills – for information only

(a) Cast in place concrete sills are shown on the design drawings. Owner and Owner's Engineer are responsible for verifying the soil capacity and following all recommendations by a Geotechnical Engineer to assure that the soil bearing capacity is met. For bridge designer's information, the following concrete specifications will be used per ODOT Standard Specifications:

(1) Class 4000 concrete.

(2) Rebar shall be Grade 60.

### 04010.15 Back Walls

(a) The back wall, to be constructed by the General Contractor, shall be 12" thick cast-in-place concrete integral with the concrete sills, with 3-foot long side walls. The end wall shall be extended laterally with Ecology blocks to retain soil as shown on the drawings. **The dimensions shown on the Drawings shall be adjusted by Bridge Manufacturer's shop drawings to accommodate proposed bridge.**

(b) Supplemental back wall system, if needed, shall be provided by the Bridge Manufacturer and be comprised of a continuous frame constructed of L 3x3x1/4 (Grade 50) and Vulcraft 1.5C Conform 18 Gage G90 galvanized decking (or equivalent) for the face of the back wall. Decking shall be welded to the interior of the frame with 2" fillet welds spaced at 24" staggered front and back top and bottom. The back wall height will fit from the top of the sill to the underside of the end angle leg that extends out or to the top of the end angle leg that extends up. The back wall shall extend beyond the width of the bridge by a minimum of 5 feet on either side, or as needed to compliment the Ecology blocks. An interior vertical support (L 3x3x1/4 - Grade 50), shall be



placed within the frame on each side of the bridge where the back wall begins extending beyond the width of the bridge. Back walls shall be designed to support the backfill and applied traffic loads.

**(c)** The finish of the frame and decking shall be as follows: Galvanized frame and corrugated decking.

**(d)** Scour plates (to prevent soil erosion from water run-off at the downstream end of the bridge) are required and shall be ¼" x 10" x 1'-4" plate (Grade 50), with the same finish as the sheet pile, and welded vertically to the top sheet adjacent to each corner of the bridge.

## **Construction**

### **04010.40 Fabrication**

#### **(a) Welding**

**(1)** Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.5. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

#### **(b) Welders**

**(1)** Welders shall be qualified for each process and position used while fabricating the bridge. Qualification tests shall be in accordance with AWS D1.1/D1.5. All weld qualifications and records shall be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved by AISC.

#### **(c) Bolted Splices**

**(1)** For shipping purposes, the bridge may be fabricated in sections. Sections shall be field assembled using bolted connections and or field welding as indicated on the drawings. All bolted connections are considered to be pretensioned or slip-critical connections. All bolts are to be pretensioned per the requirements of section 8.2 of the Specification for Structural Joints Using High-Strength Bolts. Recommended tightening method of all structural bolts shall be Turn-of-the-Nut Pretensioning. Bridge Manufacturer shall supply all required bolts for field assembly of the bridge with the bridge delivery.

### **04010.45 Quality Control and Quality Assurance**

#### **(a) AISC Certification**

**(1)** The bridge fabrication shop facility shall have up to date quality certification by AISC.

#### **(b) Certified Weld Inspector**

**(1)** The bridge manufacturer shall employ a Certified Weld Inspector (CWI), with endorsement by AWS QC1. This CWI shall be present during the complete fabrication of the bridge. The CWI shall provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

**(2)** Field welding that will be performed by the General Contractor shall be performed an AWS Certified Welder. A CWI shall be present during any field fabrication of welds for the bridge.

**(c)** Bolt Verification during field assembly. General Contractor shall provide QC documentation to submit to Engineer that bolt tightening procedures were correctly implemented and verified.

**(d)** Concrete Verification for abutment construction: General Contractor shall provide certified concrete quality control technician to monitor concrete placement in accordance with Sections

02001.50 and 00540.16 of the Standard Specifications. Technician shall collect truck tickets from batch plants, verify mix, mixing time since truck left the plant, water cement ratio, temperature, air content, slump, collect cylinders for compression testing, and report all test data and observations to Engineer. Any non-compliance shall be reported immediately to the Engineer in accordance with Section 02001.50.

**(e) Documentation**

**(1)** Material Certifications shall be available for review for all materials within the bridge. Traceability of heat numbers is required for all steel.

**(2)** Documentation showing the performance of all critical quality checks shall also be made available for review by the Engineer or Owner.

**(f) Non-Destructive Testing**

**(1)** All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

**04010.46 Delivery and Erection**

**(a) Delivery**

**(1)** Delivery shall be made via truck to a location nearest the site which is accessible to normal over-the-road equipment. Site issues which may prevent over-the-road equipment from accessing the site must be coordinated by the General Contractor. Determining the length of bridge section which can be delivered is the responsibility of the Contractor and shall be coordinated with the Bridge Manufacturer.

**(b) Installation & Lifting Procedures**

**(1)** The Bridge Manufacturer will provide standard typical written procedures for lifting and splicing the bridge. All actual methods, equipment and sequence of erection used are the responsibility of the General Contractor. Each section shall be lifted from the lifting lugs in accordance with Bridge Manufacturer recommendations.

**04010.50 Acceptance**

**(a)** Bridge shall be accepted at completion of Installation provided that all structural elements and appurtenances are in good functional condition and has been proof tested for acceptable apparent deflection by loaded off-road haul trucks.

**04010.80 Measurement**

Modular Rolled Girder Bridge will be Lump Sum.

**04010.90 Payment**

Payment for Modular Rolled Girder Bridge will include:

- Design of bridge and submittal of sealed design complete with calculations and drawings to Owner within 4 weeks of receipt of purchase order.
- Provide mark-ups to Owner's bridge layout Drawings, and abutment design, to accommodate details of bridge attachment to spread footing concrete sills, and backwall system at the abutments.
- Providing materials and manufacturing of bridge superstructure elements in accordance with these specifications in a manner that the bridge can be shipped to the site in sections with no elements longer than 45'.

- Include all necessary hardware with the bridge shipment to allow assembly and installation of the bridge in the field including bridge assembly nuts and bolts, anchor bolts, bearing plates and pads, supplement steel backwall system, side dams, and railings.
  - Bridge superstructure elements shall be delivered to site in Eugene, Oregon in the approximate time frame of mid-July 2021. Bridge Manufacturer shall coordinate actual delivery date, unloading logistics and instructions, assembly instructions, and erection instructions with the General Contractor.
-

**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

**COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT** shall include:

*Policy must include:*

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

*MINIMUM POLICY LIMITS*

- \$2 million per occurrence\*/\$4 million aggregate\*
- \$ occurrence / aggregate (Amount pre-approved by Risk Management or required by contract)
- Amount required by funding source

**Aggregate limits:**  Per Policy (most contracts)  Per Project (construction contracts)

**\*Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable**

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

**ADDITIONAL INSURED ENDORSEMENT** for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract **MUST** include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

*When this box is checked*, the Additional Insured Endorsement for this contract **MUST** be by scheduled (or named) endorsement only, and must read: “

**Lane County, its officers, agents, employees and volunteers are named as additional insureds”** with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

**AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT:** Insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent). **\*Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable.**

- LIMITS\**
- \$2 million combined single limit per accident for bodily injury and property damage
  - Amount pre-approved by Risk Management and required by contract: \$
  - Amount required by funding source: \$

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

- EMPLOYER'S LIABILITY*
- Statutory amount (currently \$500,000 in Oregon, other states may vary)
  - Other: minimum of \$1,000,000 when not regulated by statute

- OTHER:**  **CYBER** coverage in the amount of \$2,000,000
- PROFESSIONAL LIABILITY** coverage: limits not less than \$ (\$1,000,000/occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.
- POLLUTION LIABILITY** coverage: limits not less than \$ (\$1,000,000/occurrence minimum when required). Coverage must be continuous for 24 months from the end of the project and shall include completed operations.
- : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated)
- : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated)

**CERTIFICATE HOLDER:** Lane County, its officers, agents, employees and volunteers, c/o

**LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER.** The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

**DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

**This document is an attachment to and part of your contract with Lane County.**

Lane County Risk Management / LCRISKMG@co.lane.or.us

**LANE COUNTY GOODS/SERVICES CONTRACT** (Contract Form A-1, 2021)

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This **Contract** is entered into by and between Lane County, a political subdivision of the State of Oregon ("**County**"), and \_\_\_\_\_ ("**Contractor**"), each a "**party**," and referred to collectively in this Contract as "**the parties**." County and Contractor agree as follows:

**1. STATEMENT OF WORK** (the "**Work**")

- 1.1** Contractor will furnish or perform \_\_\_\_\_ in accordance with the requirements of this Contract.
- 1.2** The scope of Contractor's Work is further described in Exhibit A.
- 1.3** Contractor must perform the Work in a manner consistent with the offers and statements in Exhibit D.

**2. CONTRACT DOCUMENTS**

- 2.1 The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 2.2 Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
  - **Exhibit A** Scope of Work
  - **Exhibit B** Standard County Contract Conditions
  - **Exhibit C** Insurance Coverages Required
  - **Exhibit D** Contractor's Proposal
  - [OTHER EXHIBITS, IF ANY]
- 2.3 Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, Exhibit D, other Exhibits.

**3. CONSIDERATION AND PAYMENT**

- 3.1 Consideration.** In consideration for Contractor's performance, County agrees to pay \_\_\_\_\_.  
County is not obligated to pay any amount greater than that stated here.
- 3.2 Payment.** Payment will be made \_\_\_\_\_.  
Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.

**4. EFFECTIVE DATE AND DURATION**

- 4.1 Effective Date.** Upon the signature of all parties, this Contract is effective \_\_\_\_\_.
- 4.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate \_\_\_\_\_.  
However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

**5. AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

**5.1** County's Authorized Representative. \_\_\_\_\_.

**5.2** Contractor's Authorized Representative. \_\_\_\_\_.

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

**6. MULTIPLE COUNTERPARTS.** The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

**7. SPECIAL CONTRACT PROVISIONS.**

**7.1 Compliance with Coronavirus Guidelines, Laws, Rules, and Orders.** The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to spread mainly from person-to-person contact. Each of the parties is and must remain familiar with the Centers for Disease Control Prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract. Each of the parties acknowledges that it understands the circumstances regarding COVID-19, and in carrying out its obligations under this Contract, each will take all necessary precautions, including those set out in the guidelines, laws, rules and orders described in this paragraph. The parties agree that they have anticipated the costs of compliance with the present guidelines, rules, laws, and orders in establishing their obligations under this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the referenced COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties’ carrying out of their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.

**SIGNATURES**

**CONTRACTOR’S CERTIFICATIONS:**

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work.
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
  - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

**EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTOR:**

**COUNTY:**

\_\_\_\_\_

LANE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Lane County, Public Service Building  
125 E. 8th Avenue  
Eugene, Oregon 97401

\_\_\_\_\_

\_\_\_\_\_

Tax ID No.: \_\_\_\_\_

## EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

### 1. CONTRACTOR'S STATUS

- 1.1 Independent Contractor.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.2 Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.

### 2. INSURANCE AND INDEMNIFICATION

- 2.1 Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
- 2.5.1** If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

### 3. CONTRACTOR'S OBLIGATIONS

- 3.1** Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
- 3.2** Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the Contract.
- 3.5** Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: [www.lanecountyor.gov/bids](http://www.lanecountyor.gov/bids).

#### 4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7 **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm)), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 **Americans with Disabilities Act Compliance.** During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.
- 4.9 **Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state, and local laws.

#### 5. MODIFICATION AND TERMINATION

- 5.1 **Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.
- 5.2 **Termination:**
- 5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.
- 5.2.2 County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.
- 5.2.3 If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in this Contract, upon notice to Contractor of such breach and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.
- 5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.
- 5.2.5 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.



- 5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.
- 5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

## 6. DISPUTES

- 6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 6.2 Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 6.3 Attorney Fees.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 Compliance with Public Records Law.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.
- 7.2 Access to Records.** Contractor must maintain all books, documents, papers and records relating to the Contract for at least seven years following completion of the Work. County and its duly authorized representatives will have access to the books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 7.3 Merger.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.
- 7.4 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.5 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.6 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.7 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
- 7.8 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.
- 7.9 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.10 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third

persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

**7.11 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

SAMPLE