



Lane Community College

Purchasing Services

4000 East 30th Ave.

Eugene, OR. 97405

(541) 463-5574

Contract Documents:

PROJECT MANUAL

VOLUME No.: 1 OF 1

2026 PARKING LOT MAINTENANCE – CRACK AND SLURRY SEALING

Lane Community College

4000 E. 30th Avenue, Eugene, OR

97405

RFP 25/26-06

Issued: April 28, 2026

2PM (PST)

Lane Community College 2022 PAVEMENT
PRESERVATION PROJECT — CRACK AND SLURRY SEALING

April 13, 2026

General Project Information

PROJECT MANUAL

Consisting of:

- Procurement and Contracting Requirements
- General Requirements and Specifications
- Project Plans

Owner:

Lane Community College
Facilities Management & Planning
Building 7
4000 E. 30th Avenue
Eugene, OR 97405

Point of Contact: Mike Zimmerman, Project Coordinator
(541) 463-5829

zimmermanm@lanecc.edu

Engineer:

Stone Engineering, Inc.
611 Hobson Street
Stayton, OR 97383
(541) 643-1350

StoneEngr@gmail.com

PROCUREMENT AND CONTRACT REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	Project Title Page
00 01 10	Table of Contents
00 01 15	List of Drawing Sheets
00 11 16	Invitation to Bid
00 21 13	Instructions to Bidders
00 41 13	Bid Form — Stipulated Sum
00 43 13	Bid Security Form
00 43 39	First Tier Subcontractor Disclosure Form
00 52 00	Agreement Forms
00 52 02	Lane Community College Standard Contract Provisions
00 61 13	Performance and Payment Bonds
00 61 15	Public Works Bond
00 72 00	General Conditions
00 73 00	LCC Amended General Conditions
00 73 16	Insurance Requirements
00 73 43	Wage Rate Requirements

DIVISION 00 APPENDIX DOCUMENTS

LANE COMMUNITY COLLEGE STANDARD CONTRACT PROVISIONS

SPECIFICATIONS GROUP

DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00	Summary of Work
01 20 00	Measurement and Payment
01 22 00	Unit Prices
01 25 00	Substitution Procedures
01 30 00	Administrative Requirements
01 32 16	Construction Progress Schedule
01 55 00	Site Access and Storage
01 57 13	Construction Site Discharge
01 60 00	Product Requirements

DIVISION 32 — EXTERIOR IMPROVEMENTS

32 12 36	Slurry Sealing
32 12 37	Crack Sealing
32 17 23	Paint
32 17 24	Legends and Bars

END OF SECTION 00 01 10

SECTION 00 01 15

LIST OF DRAWING SHEETS

PART 1 GENERAL

1.1 DRAWINGS

- A. Entitled: 2026 Parking Lot Maintenance – Crack and Slurry Sealing
- B. Dated: April 13, 2026
- C. Prepared By: Stone Engineering, Inc.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 15

SECTION 00 11 16

INVITATION TO BID

PART 1 GENERAL

2026 Parking Lot Maintenance – Crack and Slurry Sealing
Lane Community College, Eugene Oregon

Lane Community College Bid # 25/26-06

- A. Sealed bids from licensed and bonded contractors for construction of the 2026 Parking Lot Maintenance – Crack and Slurry Sealing at Lane Community College, Eugene, Oregon; will be accepted by the College until 2:00 PM (PST), Wednesday, May 27.
- B. The project consists of completing pavement preservation activities such as crack and slurry sealing across several lots at the following locations:
 - 1. Lane Community College's Main Campus located at 4000 East 30th Avenue, Eugene, Oregon
 - 2. Airport Campus 28715 Airport Rd, Eugene, Or 97402
 - 3. Cottage Grove Campus 1275 S River Rd, Cottage Grove, Or 97424
- C. Bids shall be submitted through the College's Bid Locker portal at <https://bidlocker.us/a/lanecc/BidLocker>. Bids will be opened immediately thereafter and publicly read aloud. The public opening will be conducted through the Bid Locker Portal. Bids will not be accepted after this hour and date.
- D. Bid Documents may be obtained by Prime Bidders at the College's Bid Locker Portal at <https://bidlocker.us/a/lanecc/BidLocker>.
- E. Neither the Engineer nor the college assumes responsibility for errors or omissions resulting from the use of incomplete or partial sets of bidding documents.
- F. A non-mandatory pre-bid conference will be held at Lot A, and then move south toward Lots F-K, on Wednesday, May 6th, 2026; starting at 11:00 AM at Lane Community College, 4000 E. 30th Ave., Eugene, Or 97405. Interested Sub-Contractors and Suppliers are also invited to attend.
- G. All bidders shall be registered with the State of Oregon Construction Contractors Board (CCB, ORS 701), in the appropriate classification to accomplish the work required, prior to the bid opening time and date. Bids from bidders not registered with the CCB will be ruled non-responsive.
- H. In accordance with ORS 279A 120, preference to Oregon residents will be given when awarding this Contract by adding to a non-resident's bid the same percentage, if any, given to the Bidder by the Bidder's home State. Accordingly, Bidders will be required to indicate on the Bid Form whether or not the Bidder is an Oregon resident.
- I. Asbestos Abatement Work will not be required on this Project. If such work should be required, Owner will engage a State-licensed asbestos abatement contractor using State-certified workers to perform Work in accordance with ORS 468A.710.
- J. The provisions of Oregon Revised Statutes relative to prevailing wage rates (ORS 279C.840), nondiscrimination, resident bidders (ORS 279A.110 & 120), payment of workers compensation and all other applicable regulations shall be complied with by the successful bidder and all subcontractors.
- K. Performance and Payment Bonds in the amount of 100% of the contract award will be required on this project.
- L. No bid will be considered unless fully completed in the manner provided in the "Instructions to Bidders", and Supplementary Instructions, upon the Bid Form provided and accompanied by a bid security executed in favor of Lane Community College in an amount not less than ten percent (10%) of the total amount of the bid. The bid security shall be forfeited as fixed number of liquidated damages (not as a penalty) should the successful bidder fail or neglect to enter into a contract and provide suitable bonds for the faithful performance of the contracted work.

- M. Incomplete bids and bids not containing all the required statements, certifications and securities shall be ruled non-responsive.
- N. No bid may be withdrawn after the hour set for the opening thereof until the elapse of sixty (60) calendar days from the bid opening date.
- O. The Board of Education of the College may waive any or all informalities and irregularities, may reject any bid not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause, any or all bids upon a finding of the College that it is the public interest to do so.
- P. Lane Community College is an Affirmative Action/Equal Employment Opportunity Employer.

Greg Davies
Contracts & Procurement Administrator
Lane Community College
daviesgm@lanecc.edu

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 11 16

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 — GENERAL

1.1 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation for Bids, Instructions to Bidders, the Bid Form, and other sample Bidding and Contract Forms. The proposed Contract Documents consist of the form of Agreement between the Owner and the Contractor, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.
- B. All definitions set forth in the Contract General Conditions, or in other Contract Documents, are applicable to the Bidding Documents.
- C. Addenda: Written or Graphic instruments issued by the Engineer, through Purchasing Services, prior to the execution of the Contract which modify, clarify, or interpret the Bidding Documents by additions, deletions, or corrections.
- D. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added, or from which Work may be deducted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Bidder is a person or entity who submits a Bid.
- H. A Sub bidder is a person or entity who submits a Sub-bid to a Bidder for materials, equipment, and/or labor for a portion of the Work.

1.2 BIDDER'S REPRESENTATION

- A. The Bidder, by submitting a Bid, represents that:
 - 1. The Bidder has read and understands the Bidding Documents and Bid is made in accordance therewith.
 - 2. The Bidder has become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
 - 3. The Bid is based upon the Materials, Equipment, and Systems required by the Bidding Documents without exception.

1.3 BIDDING DOCUMENTS

- A. Copies:
 - 1. Bidders may obtain electronic versions of the Bidding Documents at the location indicated on the Invitation to Bid
 - 2. Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

B. Interpretation or Correction of Bidding Documents:

1. Bidders and Sub bidders shall carefully study and compare the Bidding Documents with each other and with other work being bid concurrently or presently underway to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall promptly notify the Engineer of any ambiguity, inconsistency, or error which they may discover.
2. Bidders and Sub bidders requiring clarification or interpretation of the Bidding Documents shall make a request to reach the Engineer, through Purchasing Services, at least seven days prior to the date for receipt of Bids.
3. Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

C. Addenda:

1. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose, and will be issued as follows:
 - a. Addenda will be available for download by anyone at the College's Bid Locker Portal. Registering a profile is not necessary for this function.
 - b. Telephoned Addenda will not be assumed to be reliable transmissions.
 - c. In compliance with OAR 137-047-0430 (3a), Addenda will not be issued within 72 hours of Bid-submission time, except to extend Bid-submission date.
2. Each Bidder shall ascertain, prior to submitting a Bid that the Bidder, and each Sub bidder, has received all Addenda issued, and the Bidder shall acknowledge receipt of the Addenda in the Bid.
3. Addenda, if any, issued after Bid opening, will be available for download by anyone at the College's Bid Locker Portal, and adequate time will be allowed for response thereto.

1.4 BIDDING PROCEDURE

A. Form & Style of Bids:

1. Bids shall be submitted on the forms identical to those provided in these documents.
2. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
3. Where so indicated by the makeup of the Bid Form, unit prices and sums shall be expressed in figures. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
5. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a Sole Proprietor, a Partnership, a Corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

B. Bid Security:

1. Each Bid shall be accompanied by a Bid Security in the amount of 10% of the Bid, pledging

that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid, and will furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such Bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not a penalty.

2. If the Owner fails to furnish evidence of financial arrangements to fulfill the Contract obligation as stipulated hereunder the Bid Security will not be forfeited.
3. The Surety Bond shall be written by a Bonding Company licensed in the locality of the Project, in the form specified in Section 00 43 13, and the Attorney-In-Fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his Power of Attorney.
4. In lieu of a Surety Bond, Bidders may submit a Cashier's Check, or a Certified Check.
5. The Owner will have the right to retain the Bid Security of all Bidders until either (a), the Contract has been executed and the Bonds have been furnished, or (b), the specified time has elapsed so that Bids may be withdrawn, or (c), all Bids have been rejected.

C. Submission of Bids:

1. The Bid, Bid Security, and any other Documents required to be submitted with the Bid shall be submitted through the College's Bid Locker Portal at <https://bidlocker.us/a/lanecc/BidLocker>.
2. Bids received after the time and date for receipt of Bids will be not be considered.
3. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
4. Orally or Telephonically submitted Bids will not be considered.

1.5 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for 60 days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
- B. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by the Bidder through the College's Bid Locker Portal.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid Security, shall be in an amount sufficient for the Bid as modified or resubmitted.

1.6 CONSIDERATION OF BIDS

A. Bid Opening:

1. Properly identified Bids will be opened publicly at the above stated time and place, and read aloud.
2. Bidders and others properly interested are invited to observe the Bid Opening through the College's Bid Locker Portal at <https://bidlocker.us/a/lanecc/BidLocker>. The Owner reserves the right to review the Bids and to consult with the Engineer and with Legal Counsel about the sufficiency and legality of the Bids.

B. Rejection of Bids:

1. The Owner shall have the right to reject any or all Bids, reject a Bid not in compliance with bidding procedures and requirements, or not accompanied by Bid Security or Data required by the Bidding Documents, or is in any way incomplete or irregular.

2. The Owner shall also have the right to reject any or all Bids when, in the Owner's judgment, it is in the public interest to do so.

C. Acceptance of Bid:

1. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept a Bid which, in the Owner's judgment, is in the public interest.
2. The Owner shall have the right to accept Alternates, if any, in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

1.7 CONTRACTORS' QUALIFICATION STATEMENT

- A. Bidders to whom award of the Contract is under consideration and Sub bidders to whom award of a Subcontract is under consideration shall, upon request, promptly submit to Purchasing Services, satisfactory evidence of the Bidder's or Sub bidder's experience, organization, and equipment the Bidder or Sub bidder has available for the performance of the Contract.

1.8 POST-BID SUBMITTALS

- A. Using the Form specified in Section 00 43 39, and within 2 working hours of the Bid Submittal Deadline, Bidders shall submit to the Owner the name, the category of work and the dollar value of each of those first-tier Subcontractors that:
 1. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 2. Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or
 3. \$350,000 regardless of the percentage of the total project bid.
- B. If the Bidder is going to self-perform part of the Contract Work, the Bidder is still required to submit the List and insert "None" in the areas of self-performance.
- C. If the List is not submitted within the specified time, or if the List is incomplete, the Bid will be considered to be non-responsive and the Bid will not be considered.
- D. Additionally, the selected Bidder shall, within 48 hours after notification of Bidder's successful Bid, submit in writing the following to the Owner through the Engineer:
 1. Designation of the Work to be performed with the Bidder's own forces;
 2. Names of manufacturers and suppliers of principal Products, Systems, and Equipment proposed for the Work.
- E. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- F. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the Engineer or the Owner, after due investigation, has reasonable objection to any person or entity proposed by the Bidder. If the Owner or Engineer has a reasonable objection to a proposed person or entity on such List, and refuses in writing to accept such Person or Entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the proven difference in cost occasioned by such substitution. The Owner may, at Owner's discretion, accept the increased bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.

- G. Failure to object to a Manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all Products furnished by the listed Manufacturer must conform to such requirements.
- H. Persons or entities proposed by the Contractor must be used on the Work for which they are proposed, and they shall not be changed except with the written consent of the Owner.
- I. The General Contractor (GC) may substitute a Subcontractor (SC) only for the following reasons:
 - 1. When the SC fails or refuses to execute a written Subcontract after having a reasonable opportunity to do so after the written Subcontract has been presented.
 - 2. When the SC becomes bankrupt or insolvent.
 - 3. When the SC fails or refuses to perform the Subcontract.
 - 4. When the SC fails or refuses to meet the bond requirements of the GC which were established before the sub bid submittal.
 - 5. When the GC demonstrates to the Owner that the SC was listed due to an inadvertent clerical error.
 - 6. When the SC is not registered with the Construction Contractors Board (CCB), and is required to be.
 - 7. When the GC determines that the SC's work is substantially unsatisfactory and not in substantial accordance with the Drawings, Specifications, or other Contract Documents, or that the SC is substantially delaying the Project Work.
 - 8. When the SC is ineligible to work on a Public Improvement Project.
 - 9. When the Owner's election of an Alternate Bid dictates the use of a different SC.
 - 10. When determined by the Owner, that it is clearly in the Owner's best interest to do so.
 - 11. When the substitution is for "Good Cause" as defined by the CCB as follows:
 - a. The Substitution was consistent with, and did not violate, public policy expressed in ORS 279C-585, that public agencies shall make every effort to construct public improvements at the least cost to the public; and
 - b. One or more of the following facts was true:
 - 1) The SC was financially unstable.
 - 2) The SC had an unacceptable performance history on past contracts.
 - 3) The SC has an unacceptable history of untimely performance.
 - 4) The SC has an unacceptable history of filing excessive claims and lawsuits on past contracts.
 - 5) The SC has an unacceptable work safety record.
 - 6) The SC did not have sufficient human resources to perform the work required under contracts entered into by the SC.
 - 7) The SC failed or refused to meet insurance requirements of the GC.
 - 8) The SC failed or refused to meet any other ORS requirements.
 - 9) The SC's ability to successfully perform the Project Work and protect the guarantees and warranties placed by the GC was substantially jeopardized.
- J. When requesting acceptance of a substituted SC, the GC must submit the reason(s) in writing to the Owner.

1.9 MISCELLANEOUS PROVISIONS

- A. Administrative Rules:

1. Bidders are required to comply with governing provisions of the following:
 - a. ORS 244: Government Ethics
 - b. ORS 279A&C: Public Contracts & Purchasing
 - c. Lane Community College Rules of

Procurement Protest of Bid:

2. Protest of Bid Specifications or Contract terms shall be presented to Owner in writing at least 5 working days prior to Bid opening. Such protests or requests for change shall contain reason for protest or request, and any proposed changes to Specifications or Terms. No protest will be considered after deadline established for submitting such protest.

B. Determination of Low Bid:

1. Bid will be ranked, and low bid determined, on basis of total project cost (Base Bid plus or minus those Alternate Bids chosen by Owner).

C. Final Award:

1. Written notice of Contract award shall constitute Owner's final decision to award Contract if no Protest of Award is received as stipulated below.

D. Protest of Award:

1. Any actual Bidder or Proposer who is adversely affected by Owner's Notice of Award of the Contract to another Bidder or Proposer on the same solicitation, shall have 7 days from issuance of Notice of Award to submit to Owner, written protest of Notice of Award. In order to be adversely affected or aggrieved, Bidder or Proposer must be next in line for award.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 21 13

SECTION 00 41 13

BID FORM — STIPULATED SUM

1.1 GENERAL

- A. Project Title: 2026 Parking Lot Maintenance – Crack and Slurry Sealing
- B. Project Location: Lane Community College
- C. Bid Submission Location:
Submit electronically via Bid Locker - Lane Community College's Bid Portal <https://bidlocker.us/a/lanecc/BidLocker>
- D. Bid Submission Deadline: 2:00 PM (PST), Wednesday, May 27, 2026
- E. Bid Opening Location:
Bidders and others properly interested are invited to observe the Bid Opening via Bid Locker — Lane Community College's Bid Portal <https://bidlocker.us/a/lanecc/BidLocker>
- F. Bid Opening Time: Immediately following receipt of Bids

1.2 PROPOSAL

- A. Bidder's Name: _____
- B. Bidder's Address: _____
- C. Bidder's Telephone Number: (_____)
- D. Owner's Name: Lane Community College
- E. Owner's Address: 4000 E. 30th Ave.; Eugene, OR 97405

1.3 BIDDER

- A. The undersigned (check one of the following and insert information requested),
 - ____ A corporation organized and existing under the laws of the State of _____; or
 - ____ A partnership registered under the laws of the State of _____; or
 - ____ An individual doing business under an assumed name registered under the laws of the State of _____; or
 - ____ An individual doing business under his or her own name;

hereby proposes to furnish all material and labor and perform all Work as hereinafter indicated for 2026 Parking Lot Maintenance – Crack and Slurry Sealing in strict accordance with Drawings and Specifications prepared by Stone Engineering, Inc. for the following:

1.4 The Undersigned agrees to be bound by the following documents:

- A. Invitation for Bids
- B. Instructions to Bidders
- C. Bid Security
- D. Agreement
- E. Performance & Payment Bonds

- F. General Conditions
- G. Drawings listed on Drawings Cover Sheet
- H. Specifications listed in Project Manual Table of Contents
- I. Addenda numbered _____ through _____, inclusive

1.5 UNIT PRICES

Bid Schedule					
#	CONSTRUCTION ITEM	QUANTITY	UNITS	UNIT PRICE	COST
1	Mobilization	1	LS		
2	Erosion Control	1	LS		
3	Pollution Control Plan	1	LS		
4	Slurry Seal, Type 1	1,354	SQYD		
5	Crack Sealing	47,500	LF		
6	Longitudinal Pavement Markings - Paint	55,742	LF		
7	Pavement Legend, Type AB: Disabled Parking	77	EA		
8	Pavement Bar, Type AB	564	SQFT		
					Total

1.6 OVERHEAD & PROFIT

- A. The above Bid Prices include all fees, taxes, profit, overhead, and similar items.

1.7 TIME OF COMPLETION

- A. The Work will be completed within the time stipulated and specified in Section 01 10 00 SUMMARY.

1.8 BIDDER'S RESIDENCY

- A. Is the Bidder is a resident of the State of Oregon?
 - 1. Yes _____
 - 2. No _____
- B. The Bidder is a non-resident of the State of Oregon as defined below.
 - 1. A non-resident of Oregon is one who has neither paid Unemployment Taxes nor Income Taxes in Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a Business Address in Oregon.
- C. If a non-resident, the Bidder shall indicate the State in which the Bidder resides and the Preference Discount, if any, given by that State.
- D. Bidder's State of Residence: _____
- E. Preference Discount given by Bidder's Residence State: %
- F. In determining the lowest Responsible Bidder for this Work, the above stated percentage will be added to the Bid of non-resident Bidders for purposes of determining the low-bidder, but the percentage will not be added to the Contract Sum appearing in the Agreement.

1.9 BID SECURITY

- A. Accompanying herewith is Bid Security, which is not less than ten (10) percent of the total amount of the Base Bid plus additive Alternate Bids, if any.

1.10 BID SECURITY FORFEITURE

- A. The undersigned further agrees that the Bid Security accompanying this Bid is left in escrow

with the Owner; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement, and Performance & Payment Bonds, and that if the Undersigned defaults in either executing the Agreement or providing the Performance & Payment Bonds within ten (10) days after receiving the Contract Forms, then the full value of the Bid Security may, at the Owner's option, become the property of the Owner; but if the Bid is not accepted within sixty (60) calendar days after the time set for the opening of the Bids or if the Undersigned executes and timely delivers the said Agreement and Performance & Payment Bonds, the Security will be returned.

1.11 CONTRACT & BONDS

- A. The Undersigned agrees, if awarded the Contract, to deliver to the Owner within ten (10) days after receiving the Contract Forms an executed Agreement together with satisfactory Performance & Payment Bonds in an amount equal to one hundred (100) percent of the Contract Sum.
- B. The Surety requested to issue the Performance & Payment Bonds will be:

Name of Surety Company: _____
- C. The Undersigned hereby authorizes said Surety Company to disclose any information to the Owner concerning the Undersigned's ability to supply Performance & Payment Bonds in the amount of the Contract Sum.

1.12 NON-COLLUSION

- A. The Undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Vendor of materials, supplies, equipment, or services to limit independent bidding or competition, and (2) the contents of this Bid have not been communicated by the Undersigned or its Employees or Agents to any Person not an Employee or Agent of the Undersigned or its Surety on any Bond furnished with the Bid and will not be communicated to such Person prior to the official opening of the Bid.

1.13 WAGE RATES

- A. If awarded the Contract, the Undersigned agrees to comply with the provisions of ORS 279C.800 - 279C.870 pertaining to the payment of prevailing rates of wage.

1.14 CONTRACTORS' REGISTRATION

- A. As a condition to submitting this Bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and the Contractor must disclose the Registration Number. Failure to register and disclose the Number, will make this a Non-responsive Bid and the Bid will be rejected, unless contrary to Federal Law.
- B. Contractor's Registration Number: _____
- C. The Undersigned hereby certifies that all Subcontractors performing construction work as described in ORS 701.005(2) will be registered with the Construction Contractors Board prior to commencing work under this Contract.

1.15 WORKER'S COMPENSATION INSURANCE

- A. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, Worker's Compensation Insurance will be provided by:
- B. Name of Carrier (Not local agent): _____
- C. Policy Number: _____

1.16 SIGNATURES

Name of Firm: _____

By: _____
(Signature)

(Printed Name - Sole Individual)

Or

By: _____
(Signature)

(Printed Name — Partner / Member)

Or

By: _____
(Signature)

(Printed Name - Authorized Officer of Corporation)

Attested By:

(Signature)

SECTION 00 43 13
BID SECURITY FORM

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions.

1.2 SAMPLE FORM

- A. The Bid Security for this Project shall be executed on EJCDC Form C-430, Bid Bond, 2013, copy attached.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 43 13

BID BOND (Penal Sum Form)

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 39

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PARTICULARS

1.1 DELIVER TO: Lane Community College

- A. UNLESS STATED OTHERWISE IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS.

1.2 FOR THE FOLLOWING PROJECT:

- A. 2026 Parking Lot Maintenance – Crack and Slurry Sealing

1.3 DATE:

- A. Bid Closing Date and Time: Wednesday, May 27, 2026, at 2:00 PM (PST)
B. Bids will be reviewed immediately following the bid closing time
C. First-Tier Submission Due: Within two hours of bid closing time.

1.4 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____
3. Phone _____
4. Fax _____

1.5 SUBMITTAL REQUIREMENTS

- A. Bidders are required to disclose information about certain first-tier subcontractors providing LABOR or LABOR and MATERIALS when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must disclose the following information about that subcontract within two (2) hours of bid closing:
1. The subcontractor's name,
 2. The dollar value of the subcontract, and
 3. The subcontractor's category of work they will be performing.
- B. If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
- C. THE AGENCY MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION.
- D. To determine disclosure requirements, it is recommended that bidders disclose subcontract information for any subcontractor as follows:
1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
 2. Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (i) 5% of that lowest contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage. (iii) Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services

on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

1.6 LIST OF FIRST-TIER SUBCONTRACTORS MEETING THE ABOVE CRITERIA

- A. This form must be submitted within two (2) working hours of the advertised bid closing date and time.
- B. List below the Name, and category of work of each subcontractor that will be furnishing LABOR or LABOR and MATERIALS that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

1.7 SUBCONTRACTORS OR SUPPLIERS OF LABOR OR LABOR AND MATERIAL

- A. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- B. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- C. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- D. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- E. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- F. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- G. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- H. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- I. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- J. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____
- K. Name of subcontractor: _____
1. Category of work: _____
- L. Name of subcontractor: _____
1. Category of work: _____
2. Dollar Value of subcontract: _____

1.8 CERTIFICATION OF BIDDERS

A. The above listed first-tier subcontractor(s) are providing labor and/or labor and materials with a Dollar Value equal to or greater than:

1. 5% of the total Contract Price, but at least \$15,000 (including all alternatives). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
2. \$350,000 regardless of the percentage of the total Contract Price

1.9 FAILURE TO SUBMIT THIS FORM WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

1.10 FORM SIGNATURE(S)

- A. Name of Firm: _____
- B. Address of Firm: _____
- C. City, State, Zip Code: _____
- D. By: _____
- E. Type or Print Name: _____

END OF SECTION 00 43 39

SECTION 00 52 00

AGREEMENT

FORMS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions.

1.2 SAMPLE FORM

- A. Agreement between the Owner and the Contractor for the Work of this Project, will be executed on EJCDC Form C-520— Agreement Stipulated Price, copy attached.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ ("Owner") and
_____, ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 The project consists of completing pavement preservation activities such as crack and slurry sealing across several lots on Lane Community College's Main Campus located at 4000 East 30th Avenue, Eugene, Oregon.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Parking Lot Maintenance – Crack and Slurry Sealing

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Stone Engineering, Inc.
- 3.02 The Owner has retained Stone Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work can begin once the Notice to Proceed has been awarded to the Contractor, which is assumed to be delivered on June 5, 2026. The Work will be substantially completed on or before August 28, 2026, and completed and ready for final payment in accordance with Section E.6 of the General Conditions on or before September 14, 2026.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Specification 00 41 13 Bid Form, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Section E of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of receiving the Application for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less 200% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Section K of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section E.6.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- 8. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) titled: 2026 Parking Lot Maintenance – Crack and Slurry Sealing
 - 8. Addenda.
 - 9. Exhibits to this Agreement
 - a. Contractor's Bid.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- 8. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

9.03 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: _____

Attest: _____

Address for giving notices:

Title: _____

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

SECTION 00 52 02

LANE COMMUNITY COLLEGE STANDARD CONTRACT PROVISIONS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 72 00 – General Conditions.
- B. Section 00 52 00 — Agreement Form

1.2 SAMPLE FORM

- A. Lane Community College Standard Contract Provisions, current edition, is included expressly or by reference in every Lane Community College contract and is found in Exhibit 1.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 02

SECTION 00 61 13

PERFORMANCE & PAYMENT BONDS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions.

1.2 SAMPLE FORM

- A. The Performance and Payment Bonds as required by the Contract Conditions shall be executed on EJCDC Form C-610, Performance Bond, 2013; and EJCDC Form C-615, Payment Bond, 2013, copies attached.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 61 13

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None: ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

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

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

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the

Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract

Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

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

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None: ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the

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

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

16. **Definitions**

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:

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

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

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

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

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

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

18. Modifications to this Bond are as follows:

SECTION 00 61 15

PUBLIC WORKS BOND

PART 1 GENERAL

1.1 PUBLIC WORKS BOND

- A. The Contractor and each subcontractor shall have a public works bond in the amount of \$30,000 before starting work, unless exempt under ORS 279C.836(4), (7), (8), or (9). The contractor is required to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless an exempt under ORS 279C.836(4), (7), (8) or (9). Before permitting a subcontractor to start work on a public works project, the contractor shall verify that the subcontractor has filed a public works bond or has elected not to file such bond under ORS 279.836 (7) or (8) or is exempt under ORS 279C.836(4) or (9). The Contractor shall provide a certification to County that Contractor and all subcontractors have filed the public works bond, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- B. This bond is in addition to any performance bond and payment bond requirements. The bond must meet all Bureau of Labor and Industries requirements and provide that the contractor and subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor on public works projects.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 61 15

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 GENERAL

1.1 RELATED
REQUIREMENTS

- A. Section 00 52 00 - Agreement Form: The proposed contract to be executed between the Owner and the General Contractor.

1.2 FORM OF GENERAL CONDITIONS — SAMPLE DOCUMENT

- A. AIA document A201, General Conditions of the Contract for Construction, 2017 Edition, edited for Lane Community College's use, shall be the general conditions between the Owner and Contractor, and is located in Section 00 73 00.
- B. The Contractor and all Sub-contractors and Suppliers shall read and be governed by them.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 72 00

SECTION 00 73 16
INSURANCE
REQUIREMENTS

PART 1 — GENERAL

1.1 INSURANCE REQUIREMENTS

- A. The Contractor shall be required to provide the Owner with certificates of insurance of the types and amounts listed below and in Section G.3 of the General Conditions. During the entire term of the contract, contractor shall maintain in force, at its own expense, insurance coverage as indicated below:
- B. Professional Liability
 - 1. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000. This is to cover damage caused by error, omission, or negligent acts related to the professional services to be provided under this contract. A certificate of insurance confirming this coverage is required prior to starting work the contract work.
- C. General Liability
 - 1. General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence. The products and general aggregate limits shall not be less than \$2,000,000. This must be broad form commercial general liability covering personal injury, property damage, and bodily injury with automatic coverage for premises, operations and product liability. The policy must be endorsed with contractual liability. LCC must be named as an ADDITIONAL INSURED and a certificate of insurance confirming this coverage is required prior to starting the contract work.
- D. Automobile Liability
 - 1. Automobile Liability insurance (liability amounts same as for General Liability).
- E. Workers Compensation
 - 1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon Workers' Compensation coverage for all their subject workers. A certificate of insurance confirming this coverage is required prior to starting the contract work. Further, during the entire term of the contract, the contractor shall require all sub consultants to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the primary firm. The firm shall require certificates of insurance from all sub consultants.

1.2 FORM OF CERTIFICATION

- A. Executed on form Accord 25-S.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 73 16

SECTION 00 73 43

WAGE RATE REQUIREMENTS

PART 1 GENERAL

1.1 PREVAILING WAGE RATES

- A. Workers on this Project must be paid no less than the Prevailing Wage Rates published by the Oregon Bureau of Labor & Industries (BOLI), and the Contractor and each Subcontractor shall comply with the stipulated requirements and any applicable amendments.
- B. The governing Rates shall be those in force on the execution date of the project's Owner/Contractor Agreement.
- C. Copies of the Rates can be obtained from BOLI as follows:
 - 1. Web Site Address: <https://www.oregon.gov/BOLI/pages/index.aspx>
- D. Listed Rates shall remain in effect for Project duration.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 73 43

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL1.01 PROJECT
LOCATION

- A. The project sites are in the following Lane Community College locations:
 - 1. Main Campus, in Parking Lots A, B, C, D, F, G, H, I, J, K, L, M, and N, as indicated in the plans.
 - a. 4000 E 30th Ave, Eugene OR 97405
 - 2. Airport Campus, in the two parking lots identified in the plans
 - a. 28715 Airport Rd, Eugene, Or 97402
 - 3. Cottage Grove Campus, in the parking lot identified in the plans
 - a. 1275 S River Rd, Cottage Grove, Or 97424

1.02 WORK INCLUDED

- A. General Description: The Work can be summarized as crack and slurry sealing, and striping.

1.03 SUBSTANTIAL COMPLETION

- A. Substantial completion will occur when all asphalt surface sealing is completed and ready for use.
- B. The Contract times are stated in the Agreement.

1.04 SEQUENCE OF WORK

- A. No one parking lot may be left open and under construction for more than 7 calendar days. Once work begins within a parking lot, the work within that parking lot shall be diligently constructed and completed prior to starting work on another parking lot.
- B. At the Engineer's discretion, the Engineer may grant the Contractor authorization to work on multiple parking lots at once if the Work within those parking lots can be completed within 7 calendar days. The Contractor must request authorization and provide a plan to accomplish the Work in order for Engineer to consider the request.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Contractor Staging Area: Submit proposed layout to Engineer for review and approval. Include locations for temporary fencing and points of access.
- B. Construction Operations: Limited to areas noted on Drawings or as approved by Engineer.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Close area of Work under construction via portable tubular markers, drums, caution tape, and signs stating "DANGER, CONSTRUCTION AREA, DO NOT ENTER".
 - 4. Public access areas, where excavations exist or where construction is occurring, protect in accordance with OSHA requirements.
- D. Contractor Job Trailer:

-
1. If job trailer is desired by the Contractor, it shall be considered incidental to the work. Coordinate location and access with Owner.

1.06 HOURS OF WORK

- A. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours. In general, this is taken to mean daylight hours or the period of 7 AM to 8 PM, Monday through Friday. The Contractor will not permit the performance of the work outside of this period, on weekends or any State or Federal holiday without 5 days' notice to, and written consent of the Owner.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01 10 00

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Measurement and payment will be made as specified in this Section and in accordance with the provisions of the General Conditions.
- B. This Specification covers all measurement and payment for the Work.

PART 2 - PRODUCTS (NOT USED)

PART3-EXECUTION

3.01 INCIDENTAL WORK

- A. All Work not specifically identified in this Section shall be considered incidental to other items; no special payment will be given for incidental work.
- B. Crack sealing existing cracks to prepare the surface prior to slurry sealing.

3.02 BASE BID PAY ITEMS

- A. Mobilization
 - 1. Paid by the lump sum, not to exceed ten (10) percent of the contract amount.
 - 2. Not more than sixty percent of the amount bid for mobilization will be paid on the first monthly progress payment providing that the Contractor has initiated productive work on the project.
 - 3. Up to forty percent of the amount bid for mobilization will be paid on the second monthly progress payment providing that the contractor has initiated productive work on the project.
 - 4. Includes cost of bonds, mobilization, demobilization, submittal costs, schedule preparation, temporary facilities, and any other costs associated with project setup and mobilization that are not specifically identified under other bid items.
- B. Erosion Control
 - 1. Paid by the lump sum.
 - 2. Includes all labor, materials, and equipment required for installing, maintaining, and removing erosion sediment control devices in conformance with Section 01 57 13 — Construction Site Discharge.
- C. Pollution Control
 - 1. Paid by the lump sum.
 - 2. Payment will be payment in full for furnishing and placing all Materials, and for furnishing all equipment, labor, and Incidentals necessary to complete the Work as specified.

- D. Slurry Seal, Type I
 - 1. Paid by the square yard.
 - 2. Includes all labor, materials and equipment required to seal asphalt surface where directed by the Engineer as generally shown in the plans. Crack sealing areas where slurry sealing is required on this project is incidental to the slurry sealing.
- E. Crack Sealing
 - 1. Paid by the linear foot.
 - 2. Includes all labor, materials, and equipment required to clean the existing surface and place crack sealing material according to the 2024 Oregon Standard Specification Section 00746.
- F. Longitudinal Pavement Markings — Paint
 - 1. Paid by the linear foot.
 - 2. Includes all labor, materials, and equipment required to measure, and record the existing striping layout and re-paint the parking stalls where directed by the Engineer as generally shown in the plans.
- G. Pavement Legend, Type AB: Disabled Parking
 - 1. Paid on the “each” basis.
 - 2. Includes all labor, materials, and equipment required to replace the ADA stall stencils to match preconstruction color, layout, and width within the project boundaries where generally shown in the plans.
- H. Pavement Bar, Type AB
 - 1. Paid by the square foot.
 - 2. Includes all labor, materials, and equipment required to replace the stop bars to match preconstruction color, layout, and width within the project boundaries where generally shown in the plans.

END OF SECTION 01 20 00

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids (Reference Section 00 41 13 Bid Form).

1.2 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Contract Documents are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.4 MEASUREMENT AND PAYMENT OF QUANTITIES

- A. See section 01 20 00 Measurement and Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 22 00

SECTION 01 25 00

SUBSTITUTION

PROCEDURES

PART 1 — GENERAL

1.1 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.
- B. Product substitutions will not be allowed during bidding unless directed otherwise by the Engineer via an addendum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION — NOT USED

END OF SECTION 01 25 00

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
 - 1. Site mobilization meeting.
 - 2. Progress meetings.
 - 3. Progress photographs.
 - 4. Submittals for review, information, and project closeout.
 - 5. Number of copies of submittals.
 - 6. Submittal procedures.

PART2 - PRODUCTS NOT USED

PART3 - EXECUTION

3.01 PRECONSTRUCTION MEETING/SITE MOBILIZATION MEETING

- A. Owner will schedule a meeting after Notice to Proceed.
- B. Attendance Required:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor.
 - 4. Major Subcontractors.
- C. Agenda:
 - 1. Submission of list of Subcontractors, list of Products, and progress schedule.
 - 2. Designation of personnel representing the parties to Contract and Engineer.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.
 - 5. Use of premises by Owner and Contractor.
 - 6. Owner's requirements and occupancy prior to completion.
 - 7. Construction facilities and controls.
 - 8. Security and housekeeping procedures.
 - 9. Schedules.
 - 10. Application for payment procedures.
 - 11. Procedures for testing.
 - 12. Procedures for maintaining record documents.
 - 13. Inspection and acceptance of Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at regular intervals as approved by the Owner.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.
- F. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.

3.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initiated certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.

- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review: Submit copies electronically to the email addresses provided of the Engineer and Owner's representative.
- B. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

END OF SECTION 01 30 00

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Scheduling of the Work shall be performed by the Contractor in accordance with the requirements of this Section. The purpose of the Construction Schedule is to allow the Contractor to prepare an orderly plan to aid in the timely completion of the project.
- B. Development of the schedule, project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling. Where submittals are required hereunder.
- C. The approved Construction Schedule shall be used to plan and execute the work, to measure the progress of the work, and to aid in evaluating time extensions.

1.02 INITIAL SCHEDULE SUBMITTAL

- A. The Contractor shall submit a short-term schedule document at the Preconstruction Conference which shall serve as the Contractor's Plan of Operation for the Contract Time.

PART2-PRODUCTS

2.01 SCHEDULE SOFTWARE

- A. The computer software utilized by the Contractor to produce the project schedule shall be the latest version of Microsoft Project or Primavera or an approved equal.

PART3-EXECUTION

3.01 SCHEDULES

- A. Initial Construction Schedule: The Initial Schedule, defining the Contractor's planned operations for the Contract Time shall be submitted at the preconstruction conference.
 - 1. Comments made by the Engineer on the Initial Construction Schedule during review shall not relieve the Contractor from compliance with the requirements of the Contract Documents.
 - 2. Following the Contractor's receipt of the Engineer's review comments, the Contractor shall correct the schedule to identify missing activities and relationships relevant to the Scope of Work. No time extensions will be granted to complete activities not initially included in the Contractor's Construction Schedule.
 - 3. To the extent that there are any conflicts between the approved Construction Schedule and the requirements of the Contract Documents, the Contract Documents shall govern.
 - 4. Should the Engineer disapprove the General Contractor's submission of the Initial Construction Schedule, the Contractor shall comply with the Engineer's direction and shall resubmit the revised Initial Construction Schedule and all associated submittals within seven (7) calendar days.

- B. Project Overview Bar Chart: The overview bar chart shall indicate the major components of the Work and the sequence relations between major components and subdivisions of major components. The overview bar chart shall indicate the relationships and time frames in which the various components of the Work will be made substantially complete and placed into service in order to meet the project milestones.
- C. The following computer-generated graphic presentation shall be required as a part of the monthly update as a condition precedent to the receipt of progress payments under the Contract.
 - 1. Recommendations for adjusting the Construction Schedule to meet milestone completion and Contract completion dates (include why the schedule needs adjusting, i.e., change order, weather, contractor resources, etc.).
- D. The Contractors graphic presentation of the schedule is to include:
 - 1. Activity ID.
 - 2. Activity Description.
 - 3. Original Durations.
 - 4. Remaining Durations.
 - 5. Baseline Start and Finish Dates.
 - 6. Total Float.
 - 7. Percent Complete.
 - 8. The schedule should be sorted by Early Start and Total Float and should show both the early schedule and the target schedule.
- E. Standard Activity Coding Dictionary: The Contractor shall submit, with the Construction Schedule, a coding scheme used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations.
- F. Critical Path Method
 - 1. The Critical Path Method (CPM) of network calculations shall be used to generate the schedule. The Contractor shall provide the schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM).

3.02 SCHEDULE UPDATES

- A. At each weekly progress meeting, provide a three-week look ahead schedule that defines the Contractor's anticipated Work activities.
- B. If the engineer determines that the three-week look ahead schedule is substantial different than the approved initial schedule, the Contractor shall submit a revised overall project schedule in the same format of the initial schedule and provide a plan indicating how the Contractor will execute the Work to meet the substantial completion date.

END OF SECTION 01 32 16

SECTION 01 55 00

SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, and other limitations affecting transportation and ingress and egress to the site of the Work.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

- A. The Owner will designate and arrange for the Contractor's use, a portion of the property for its exclusive use during the term of the Contract as a storage and shop area for its construction operations on the Work. At completion of Work, the Contractor shall return this area to its original condition, including grading and landscaping.
- B. The Contractor shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the Work.

1.03 VEHICULAR ACCESS AND PARKING

- A. The Contractor shall:
 - 1. Traffic and parking areas adjacent to the work sites shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART2 - PRODUCTS NOT USED

PART3 - EXECUTION NOT USED

END OF SECTION 01 55 00

SECTION 01 57 13

CONSTRUCTION SITE DISCHARGE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The control measures contained herein shall be installed and maintained through the construction contract and coordinated with any permanent or temporary pollution control feature specified elsewhere on the plans and in the specifications to assure effective and continuous water pollution control throughout the construction and post construction periods. The controls may include silt fences, straw wattles, rock berms, diversion dikes, interceptor swales, sodding, mulching, soil retention blankets, or other structural or non-structural stormwater pollution controls. Any and all erosion control structures and stabilization practices will be inspected, maintained by the Contractor. The Contractor will keep a detailed record of inspections, maintenance and discharge events.
- B. The Owner reserves the right to have required temporary erosion sedimentation and water pollution prevention and control work performed by others should the Contractor fail to perform required temporary erosion, sedimentation, and water pollution prevention and control work in a timely fashion or should the Contractor fail to prevent and control soil erosion, sedimentation, and water pollution which may degrade receiving water. All costs, including engineering, for the work required shall be borne by the Contractor.

1.02 REFERENCES

- A. 2024 Oregon Standard Specifications for Construction, Oregon Department of Transportation, (ODOT).

1.03 SUBMITTALS

- A. Prior to commencement of any on-site Work, the Contractor shall submit a completed Erosion and Sediment Control Plan (ESCP) to the Owner and Engineer for approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 MAINTENANCE INSPECTION PROCEDURES

- A. Any and all erosion control structures, and stabilization practices will be inspected by the Contractor.
 - 1. The ESCP shall be modified as necessary to include additional or modified Best Management Practices (BMPs) designed to correct problems identified. Revisions to the ESCP shall be provided to the Owner, and Engineer.
 - 2. All areas that undergo temporary and final stabilization with seeding or sodding shall be inspected; areas that have lack of growth and bare spots shall be reseeded by the Contractor to ensure healthy growth.
 - 3. All erosion control structures and stabilization practices shall be maintained in good working condition throughout the duration of the construction project.
 - 4. Repair of the damage to any structural erosion control structure shall be completed by the Contractor within 24 hours of discovery of the damage.

5. In locations where silt fences or wattles are used around catch basins, trapped sediment shall be removed by the Contractor when one-third of the height of the silt fence or wattle is covered by sediment.

3.02 CLEAN UP AND REMOVAL OF BMPS

- A. After final stabilization, remove all temporary BMPs and dispose of off-site at no cost to the Owner.
- B. After removal of temporary BMPs, sweep all sediment accumulated on project hard surfaces, including asphalt, sidewalks, and adjacent roadways.

END OF SECTION 01 57 13

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 — GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Identification of Owner-supplied products.
- B. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 30 00 - Administrative Requirements: Submittals.

1.2 SUBMITTALS

- A. Proposed Products List: Submit list of major products that comply with the specifications and are proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Subcontract Award Notice.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

PART 2 - PRODUCTS

2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

PART 3 - EXECUTION

3.1 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

END OF SECTION 01 60 00

SECTION 32 12 36

SLURRY SEALING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This work consists of applying slurry seal to the existing pavement as shown or established. Provide slurry seal in accordance with the 2024 Oregon Standard Specifications for Construction, Section 00706 - Emulsified Asphalt Slurry Seal Surfacing, as modified herein.

1.02 REFERENCE STANDARDS

- A. 2024 Oregon Standard Specifications for Construction, Oregon Department of Transportation, (ODOT).

1.03 SUBMITTALS

- A. Submit the proposed job mix formula and supporting data to the ENGINEER for review at least 10 calendar days before anticipated use.

1.04 QUALITY CONTROL

- A. The mixture will be accepted by visual inspection by the ENGINEER. Take corrective action when testing shows that it is not within the tolerances and limits of ODOT Section 00706.10.

PART2-PRODUCTS

2.01 GENERAL

- A. The slurry seal material must meet requirements as laid out in ODOT 2024 OSSC Section 00706.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Construction in accordance with ODOT 2024 OSSC Section 00706.

END OF SECTION 32 12 36

SECTION 32 12 37

CRACK SEALING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This work consists of applying crack seal to the existing pavement as shown or established. Provide crack seal in accordance with the 2024 Oregon Standard Specifications for Construction, Section 00746 Crack Sealing Flexible Pavements, as modified herein.

1.02 REFERENCE STANDARDS

- A. 2024 Oregon Standard Specifications for Construction, Oregon Department of Transportation, (ODOT).

1.03 SUBMITTALS

- A. Submit the proposed job mix formula and supporting data to the ENGINEER for review at least 10 calendar days before anticipated use.

1.04 QUALITY CONTROL

- A. The mixture will be accepted by visual inspection by the ENGINEER. Take corrective action when testing shows that it is not within the tolerances and limits of ODOT 2024 OSSC Section 00746.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The crack seal material must meet requirements as laid out in ODOT 2024 OSSC Section 00746.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Construction in accordance with ODOT 2024 OSSC Section 00746.

END OF SECTION 32 12 37

SECTION 32 17 23

PAINT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work consists of furnishing, preparing, and installing all forms of pavement markings.

1.02 REFERENCE STANDARDS

- A. 2024 Oregon Standard Specifications for Construction (OSSC), Oregon Department of Transportation, (ODOT) section 00850 and 00860.

1.03 SUBMITTALS

- A. Submit the following items to the ENGINEER for review at least 10 calendar days before anticipated use.
- B. Before beginning Work, furnish a data sheet on the material to be used from ODOT's Qualified Products List (QPL).

PART 2 - MATERIALS

2.01 NON-REFLECTIVE PAVEMENT PAINT (WATERBORNE)

- A. Paint to be from ODOT's QPL.
- B. Paint Colors: Meet the Federal Test Standard 595 with color chip designations:
 - 1. White: 37875.
 - 2. Yellow: 33538.
 - 3. Blue: OSHA Handicap Blue

2.02 SOURCE QUALITY CONTROL

- A. Provide test and inspection reports required of the Manufacturer.
- B. Inspect material shipping lists to verify type, class, thickness and marking information required by the Standard for paint.

PART3-EXECUTION

3.01 CONSTRUCTION

- A. Construction in accordance with ODOT 2024 OSSC Sections 00850 and 00860.
- B. All existing painted curbs adjacent to or within the project area shall be repainted to match existing colors as identified in the plan set.

END OF SECTION 32 17 23

SECTION 32 17 24

LEGENDS AND BARS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work consists of furnishing, preparing, and installing all forms of pavement markings.

1.02 REFERENCE STANDARDS

- A. 2024 Oregon Standard Specifications for Construction (OSSC), Oregon Department of Transportation, (ODOT) section 00867.

1.03 SUBMITTALS

- A. Submit the following items to the ENGINEER for review at least 10 calendar days before anticipated use.
- B. Before beginning Work, furnish a data sheet on the material to be used from ODOT's Qualified Products List (QPL).

PART 2 - MATERIALS

2.01 NON-REFLECTIVE PAVEMENT MARKINGS

- A. Pavement markings to be from the ODOT QPL.

PART3-EXECUTION

3.01 CONSTRUCTION

- A. Construction in accordance with ODOT 2024 OSSC Sections 00867.45.

END OF SECTION 32 17 24