

INSTRUCTIONS AND SPECIAL PROVISIONS

Metro Headquarters Project

Old Sears Building

Portland Oregon

OUR JOB NO. 9214

Date: January 13, 1992

BID PACKAGE - SAMPLE

Hoffman Construction Company of Oregon has been selected as the "Construction Manager-General Contractor" for this project and invites you to submit a Sub-bid proposal for the above referenced project.

```
*****
*
*      BID DATE:_____
*
*      BID TIME:_____
*
*****
```

Bid Proposals must be submitted in writing (see the attached Bid Proposal Form) and must be complete and clearly labeled "Bid for Metro Headquarters Building."

Bid Proposals must be delivered or mailed to our office at 1300 S.W. Sixth Avenue, 4th Floor, P.O. Box 1300, Portland Oregon, 97207. Telephone quotations will be accepted at 503-221-8811 and/or Fax 503-221-8934.

After bids are received and consolidated, they will be opened and evaluated. There will not be a public opening of bids.

Listed below are requirements and clarifications on which to base your proposals:

1. **Specifications:** As prepared by Thompson Vaivoda Architects dated _____.

2. **Drawings:** As prepared by Thompson Vaivoda Architects dated _____.

3. A complete set of all specifications and drawings listed herein is available for review at our office at 1300 S.W. Sixth Avenue, Portland Oregon.

4. **Project Schedule:** To Follow

5. Bidders are advised that Hoffman Construction Company of Oregon reserves the right to waive any informalities in a bid and is not bound to award the work to the lowest bidder if it is not in the best interest of the Project.

6. The bidder to whom the work is awarded will be required to execute a **Subcontract or Purchase Agreement on Hoffman Construction Company of Oregon's standard form**, which includes provisions for **Drug and Alcohol Testing, Safety Programs**, and in accordance with all the Terms and Conditions shown therein and incorporating all applicable requirements of the project documents. He **may** also be required to provide **performance and payment bonds**. (the cost of which will be paid by Hoffman and should not be included in the Bid Proposal) in the full amount of the Subcontract or Purchase Agreement.

7. You are encouraged to visit the Project site to acquaint yourself with the actual field conditions, limitations and extent of the work previously completed.

8. Your special attention is directed to the Certification of Payroll provisions of the Documents. Subcontractors will submit Certified Payrolls as required by the Contract Documents on the dates established by the Contractor.

If you have any questions, please contact our office.

Very Truly Yours,

Dave Myers
Purchasing Manager

Enclosures

PROPOSAL FORM

To: Hoffman Construction Company of Oregon
P.O. Box 1300
Portland, Oregon 97207

Proposal For:
Metro Headquarters Building
Portland Oregon

Re: Bid Package - SAMPLE

Pursuant to and in compliance with the RFP documents and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment and material to perform all work as required and in strict accordance with Subcontract documents for the lump sum of:

\$ _____

Bidder hereby agrees to the Utilization of Minority and Women Owned Business Concerns with in this Scope of Work. If Bidder is awarded a subcontract for the work, Bidder will Utilize ____% Minority Business and ____% Women Owned Business.

In addition, the following clarifications and/or additional scope of work and Schedule are as follows:

The undersigned acknowledges receipt of the following Addenda to the RFP and/or Specifications:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

Name and Address of Proponent: Telephone () _____

Or. Contr's Reg # _____

Business Information

Signed By: Small _____ Large _____

MBE _____ WBE _____ ESB _____

Metro Headquarters Project

Hoffman Construction Company
Miscellaneous Provisions:

1. Jobsite Appearance and Storage

Hoffman Construciton has implemented a Jobsite Appearance/Storage program. Subcontractor shall comply with /and is apprised that extremely crowded conditions will exist at the jobsite. Subcontractor will coordinate his work with and obtain Contractor's job superintendent's prior approval of subcontractor;s schedule for delivery, installation, and/or placement of his material.

2. Clean-up

Subcontractor shall continuously clean up and remove from the jobsite, at its expense, all waste, debris, surplus equipment and surplus materials resulting from Subcontractor's operations. If Subcontractor fails to clean up such waste, debris, surplus material and surplus equipment, such clean up and removal will be done by others and costs for this work will be charged to Subcontractor's account.

3. Recycling of Materials

Subcontractor shall continuously comply with Contractors recycling program.

4. Insurance Requirements

Subcontractor agrees to obtain, maintain and pay for such Worker's Compensation insurance and Employer's Liability insurance as may be required by the Contract of by law; comprehensive general liability insurance including contractual liability insurance, protecting Subcontractor against claims for bodily injury or death or for damage to property occurring upon, in or about the project, with limits and coverage in the amounts at least equal to or greater of those specified in the Contract or those specified below:

Bodily Injury Liability	\$1,000,000 each person
Including Automobile	\$1,000,000 each occupance
	\$1,000,000 each accident
Property Damage - Auto	\$1,000,000 each accident
Property Damage - Liability	\$1,000,000 each occupance
	\$1,000,000 each accident
	\$1,000,000 each aggregate

Said insurance to be in form and issued by a company or companies satisfactory to Hoffman. Subcontractor to furnish Hoffman satisfactory evidence that it has complied with this paragraph; and to obtains and furnish Hoffman an undertaking with this paragraph by the insurance company issuing each such policy that such policy will not be canceled except after ten (10) days notice to Hoffman

of its intention to do so. Such certificates are to be in form acceptable to Hoffman.

Subcontractor agrees to assume entire responsibility for all claims for damage or injury to all persons, whether employees or otherwise, and to all property arising out of, resulting from, or in any manner connected with, the execution of the work provided for in this order or occurring or resulting from the use by Subcontractor, his agents or employees, or materials, equipment, instrumentalities or other property, whether the same be owned by Hoffman, Subcontractor, or third parties. Subcontractor agrees to indemnify and save harmless Hoffman, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which Hoffman may be, or may be claimed to be, liable, and legal fees and disbursement paid or incurred to enforce the provisions of the paragraph. Subcontractor further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of the paragraph.

In addition to the insurance and indemnity requirements set forth in the Subcontract/Purchase Order and the Contract, Subcontractor expressly agrees to defend, indemnify and hold owner, Contractor and their officers, agents and employees harmless from all claims and loss (including reasonable attorney fees) arising from injuries, including death, to his employees and employees of this subcontractors. Subcontractor hereby assumes liability for actions brought by its employees and waives its immunity under the Worker's Compensations Law (ORS 656.001 to 656.794) to the extent permitted under such law. The indemnities assumed by Subcontractor shall not, however, extend to injuries of damages caused by or resulting from the sole negligence of the Contractor. Subcontractor further agrees to add Owner, Architect and/or Engineers, Hoffman Corporation, its subsidiaries, their officers, agents and employees as additional insured under his general liability policies, including coverage for liability of the additional named insureds with respect to injuries, including death to employees of Subcontractor and his subcontractors. Such insurance shall be primary to any insurance carried by the Owner, Hoffman Corporation and its subsidiaries.

5. Safety Precautions and Programs

Subcontractor shall comply with Contractor's Safety Program. Subcontractor, its project supervision and personnel shall attend and participate in safety meetings and programs as required by the contractor. Subcontractor shall use every device, care and precaution which it is practicable to use for the protection and safety of life and limb and without regard to the additional cost of suitable material or safety appliances and devices. Without limiting the foregoing, Subcontractor shall provide protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons who may be affected thereby;
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under

case, custody or control of the Subcontractor or any of his subcontractor's; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, including State and Federal Hazardous Communications Regulations, and lawful orders of any public authority bearing on the safety of persons, or property or their protection from damage, injury or loss.

Subcontractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Subcontractor's superintendent unless otherwise designated by the subcontractor in writing to the Contractor.

All workers including delivery drivers will be expected to abide by applicable OSHA and State regulations for safety. It is your responsibility to notify your men of these regulations and to see that they do their work accordingly.

6. Drug & Alcohol Testing Requirement

The Contractor has implemented a drug and alcohol testing program which shall apply to the project. Subcontractor agrees that he, his employees and his subcontractors and their employees shall be bound by the Alcohol and Drug Policy implemented by the Contractor. Adherence to the same shall be a condition of employment for all employees stationed at this Project site.

Under this program, Contractor has employed a lab which will conduct alcohol and drug testing. Testing shall be conducted for all employees, including all supervisory and craft employees, and Subcontractors at every tier. Employees who fail the drug/alcohol screen administered by the selected lab, shall not be employed or perform any work at the project site. Testing costs charged by Contractor's selected lab shall be paid for by Contractor. All other costs associated with or arising out of Contractor's testing program shall be borne by Subcontractor and his Subcontractors.

Subcontractor shall comply with all provisions of Contractor's drug and alcohol testing program. In the event of Subcontractor's noncompliance, this Subcontract/Purchase Order may be canceled, terminated, or suspended, in whole or in part, and Contractor may complete the work and charge the costs to Subcontractor in accordance with Section XVI of the Subcontract General Provisions. The Subcontractor shall include the provisions of this Drug and Alcohol Testing Requirement in every Subcontract and required that his subcontractors include it in theirs so that such provisions will be binding upon each Subcontractor and their employees, at every tier.

METROPOLITAN SERVICE DISTRICT

2000 SW First Avenue
Portland, OR 97201-5398

Phone (503) 221-1646

FAX COVER SHEET

TO: CADE LAWRENCE FAX # 221-8934

COMPANY/AGENCY: Hoffman

FROM: J. M. GUDARD EXT # 141

SUBJECT: ON-SITE RECYCLING

**PLEASE NOTIFY IMMEDIATELY
IF NOT RECEIVED PROPERLY.**

Number of pages
(including this page) 3

SENDING/RECEIVING STATION FAX NUMBERS

CADE.

PROPOSED

☒ (503) 273-5586
SOLID WASTE

THE ATTACHED ~~✓~~ SCOPE OF WORK IS FOR DEBBIE
PALERMINI TO HELP WITH THE IMPLEMENTATION OF
THE ON SITE RECYCLING PROGRAM. PLEASE REVIEW
IT AND LET ME KNOW IF IT GOES TOO FAR OR
WILL INTERRUPT YOUR WORK ON SITE. *J. M. Gudard*

SCOPE OF WORK

The following tasks shall be completed for the implementation of an on-site construction/demolition recycling program for the renovation of the Metro Headquarters Building, located at 524 NE Grand Avenue, Portland Oregon.

- A. Assist Hoffman Construction in developing and implementing the on-site waste control program and coordinate the recycling and disposal efforts of the subcontractors. This will include:
 - 1. Determination of which subcontractors will be responsible for their own waste, and which will use a Hoffman controlled, on-site recycling and disposal system.
 - 2. Develop and coordinate the on-site recycling and disposal systems.
- B. Assist bidders, as they request, in the following areas:
 - 1. Answer questions about the "Waste Management Plan for Subcontractors", included in bid packages.
 - 2. Explain the labor and disposal cost impacts of implementing on-site recycling.
- C. Provide training to the subcontractor's crews about the recycling and disposal program during the on-site subcontractor orientation and safety training.
- D. Develop an on-site waste audit form to categorize the recycling and waste streams. Perform a waste audit based on visual inspections at least three times per week. Discuss the findings with Hoffman and the subcontractors.
- E. Utilize feedback obtained from interviews with Hoffman and the subcontractors to revise the "Waste Management Plan for Subcontractors". The objective is to develop a generic form that can be utilized for subcontract on other projects.
- F. Coordinate the collection of "proof -of-disposal" forms from Hoffman and deliver to Metro.
- G. Coordinate with Metro staff to create a database and input material information for tracking proof -of-disposal forms.
- H. Write a final report documenting the process of implementing the on site recycling and disposal program. The report will include the following:
 - 1. Hoffman's and Bidder's reactions to the "Waste Management Plan for Subcontractors." Include the reasons for the revisions in producing the generic form.

2. Provide a chronological summary of development and implementation of the on-site recycling and disposal program.
3. Produce a detailed analysis of the wastes produced on-site that will identify the types, quantity, transportation, recycling company or disposal company for a) wastes disposed of through a Hoffman controlled on-site recycling and disposal system; b) wastes that end up as trash; and c) wastes removed by subcontractors.
4. Provide copies of all training materials.
5. Make recommendations for improving the program for the remainder of the project and suggestions for implementing it on other projects.

I. Contractor must meet all of Hoffman's requirements for on-site personnel.

PAYMENT

Contractor shall submit to Metro a monthly invoice that details services performed by contractor during the previous month. Invoices shall be sent to Jim Goddard, Solid Waste Department, Metro, 2000 SW First Avenue, Portland, Oregon 97201-5398. Metro shall pay vendor within thirty (3) days following receipt of an approved invoice from contractor.

WASTE MANAGEMENT PLAN FOR SUBCONTRACTORS

Metro is requesting that all subcontractors prepare a waste management plan by completing the following form for wastes produced as a result of work performed on the Metro Headquarters job site. Metro requires that subcontractors recycle wastes when there is a viable recycling company available, but will not accept surcharges for compliance costs above and beyond those included in the subcontractor bids.

The "Construction Site Recycling Guide" is attached to the bid packet to assist in preparation of bids. Metro will provide technical assistance to the subcontractor to develop and implement the waste management plan. Subcontractors will be required to provide proof of proper disposal as a result of work performed on the Metro Headquarters site. This proof will be documented by an invoice or receipt from a recycling company, disposal site or disposal company that indicates the quantity (weight or volume) date and type of material recycled or disposed. This information is to be submitted with normal invoice packages.

COMPANY NAME: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____

Please fill out the following waste management form for submittal with bid. The form will help to identify the type, estimated quantity and how the materials will be transported and disposed. If you have any questions regarding the form or recycling and disposal, please call Pat Merkle, (503) 221-1646.

Circle the materials that will be produced, estimate the quantity, list how the materials will be transported and circle where the materials will be taken.

MATERIAL	ESTIMATED QUANTITY	TRANSPORTATION	RECYCLING COMPANY OR DISPOSAL SITE (If self-haul)	
Salvage and used building material	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Architectural Salvage Hippo Hardware Rejuvenation Houseparts	The Warehouse Project Other: _____
Wood	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Architectural Salvage Bredl Saw Service Durham Wood & Dirt East County Recycling Grimm's Fuel Co. Hillsboro Landfill Lakeside Reclamation McFarlane's Bark	MDC Smurfit Newsprint Storie Steel & Wood Prod. Sunflower Recycling Taylormade Products Inc. Wastech Wood Exchange Other: _____
Drywall	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Gypsum Wallboard Knez	United Pacific Other: _____
Glass	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Potter Industries	Other: _____
Land-clearing debris	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	American Container Best Buy in Town Co. Durham Wood & Dirt Grimm's Fuel Co. Hillsboro Landfill	Lakeside Reclamation McFarlane's Bark Wastech Other: _____
Corrugated cardboard	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	East County Recycling EZ Recycling Farwest Fibers KB Recycling	Oregon Paper. Wastech Other: _____
Metals	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Acme Trading and Supply Calbag Metals Co. Hillsboro Landfill Metro Metals Mt. Hood Metals	Oregon Pacific Steel Schnitzer Storie Steel & Wood Prod. Other: _____
Rubble	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Best Buy in Town Co. Durham Wood & Dirt East County Recycling Hillsboro Landfill Lakeside Reclamation Porter Yett	Portland Road Pumlite Building Products St. Johns Landfill The Wall Other: _____
Carpet padding	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Hickory Springs	Other: _____
Other:	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Name	Name
Mixed Loads (i.e., trash, plastic, packaging, etc.)	_____ yds ³ _____ tons	self-haul or Hauler Name: _____	Metro Central Station Metro South Station Wastech	East County Recycling Hillsboro Landfill Lakeside Reclamation Other: _____

WASTE MANAGEMENT PLAN FOR CONTRACTORS

Many companies in the Portland area now accept source-separated construction debris at a lower cost than traditional landfilling fees. _____ has developed a simple waste management form in an effort to help contractors develop waste management plans and to benefit from these recycling opportunities.

To more efficiently track construction/demolition debris types, quantities, current disposal sites and to help develop more effective recycling opportunities for construction/demolition waste, _____ is requesting that all contractors submit the attached waste management form with their building permit application.

COMPANY NAME: _____

PROJECT NAME: _____

ADDRESS: _____

ADDRESS: _____

CONTACT: _____

PERMIT APPLICATION NO. _____

PHONE: _____