

UO 2.MO

(University of Oregon Indoor Football)

**2727 Leo Harris Parkway
Eugene, OR**

Request for Proposals

Bid Package: #5.9 – Fall Protection Re-Bid



HOFFMAN CONSTRUCTION COMPANY

Bids Due: April 1, 2025 at 2:00 PM

BID PACKAGE TABLE OF CONTENTS

1.	Confidentiality Agreement Exhibit NDA (to be executed prior to Subcontract/Purchase Agreement Execution)	Page 3
2.	Instructions and Special Provisions	Page 4
3.	Proposal Form	Page 5
4.	Proposed Change Order Labor Rates (<i>Submit with Proposal Form</i>)	Page 7
5.	Bid Package Clarifications	Page 8
6.	Scope of Work.....	Page 10
7.	Prevailing Wage Rates for Public Works Contracts in Oregon – Effective January 5, 2024	Page 17
8.	Project Schedule, Survey & Logistics	Separate Folder
	a. 2.MO Site Logistics and Crane Plan BP#5	
	b. Survey Scope Provided by Contractor	
	c. Project Schedule BP#5 (dated 2.3.25)	
9.	Building Information Modeling (BIM)	Separate Folder
	a. Electronic Data Transfer Agreement (EDTA)	
	b. BIM Project Execution Requirements	
	c. BIM LOD dated 07.12.24	
10.	Safety Documents	Separate Folder
	a. Alcohol & Drug Policy Statement	
	b. Minimum Project Safety Requirements	
	c. Subcontractor Safety Plan Checklist	
	d. Materials Handling Plan	
	e. Pre-Task Plan	
	f. Pre-Task Plan – Water Damage Prevention	
11.	Procurement and Contract Documents	Separate Folder
	a. Subcontract, Performance & Payment Bonds	
	b. Purchase Agreement, Purchase Agreement Bonds	
	c. Subcontractor/Vendor Questionnaire	
	d. Confidentiality Agreement Exhibit NDA	
	e. Owner Contract	
12.	Insurance and CCIP	Separate Folder
	a. Contractor Controlled Insurance Program (CCIP) Credit Worksheet (GL/WC)	
	b. Sample Contractor Controlled Insurance Program (CCIP) Information (GL/WC)	
	c. Sample Certificate of Insurance for CCIP work	
	d. Pollution Policy Certificate	
13.	Design Documents (listed in RFP): https://securecc.smartinsight.co/#/PublicBidProject/803248 (for download)	

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the "Agreement") is entered into and is effective as of _____ (the "Effective Date") by and between Phit Too, LLC and Hoffman Corporation and its subsidiaries ("Hoffman") and _____ ("Recipient") related to work or services provided by Recipient to Phit Too, LLC ("Owner") on the 2.MO Project located in Eugene, Oregon ("Project").

Recipient agrees that information disclosed by Hoffman and/or Owner regarding the Project, and other information, including but not limited to information learned by Recipient from Hoffman employees, agents, UO employees, agents, or Owner's employees or agents, or through inspection of the property, that relates to Hoffman and/or the Owner's products, designs, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Hoffman and/or Owner, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Hoffman and/or Owner will be considered and referred to collectively in the Agreement as "Confidential Information." Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (b) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Hoffman and/or Owner; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to Recipient without limitation.

Recipient agrees to protect the Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Under no circumstances will Recipient disclose Confidential Information to any third parties without prior written consent of Hoffman and Owner. Recipient will not use any of the Confidential Information, including but not limited to any unique or material parts of the design work on the Project on any other projects. To the extent Recipient provides information to Owner that is similar to the "Confidential Information" as defined in this Agreement, Owner agrees to the same confidentiality obligations in the Agreement as it relates to the Recipient's Confidential Information provided to Owner.

To the fullest extent permitted by law, Recipient, on behalf of themselves and their agents, representatives, shareholders, members, officers, directors, partners, employees, affiliates, parent entities, subsidiary entities, predecessors, successors, and assigns, represents that the Recipient will not without written approval from Hoffman and/or Owner share information and details of the project from engagement through final completion, for athletic departments at any non-NIKE affiliated universities, including but not limited to, Notre Dame, Auburn, Texas A&M, University of Kansas, Louisville, University of Nebraska, NC State, Utah, and Miami.

Recipient agrees to include these similar provisions and prohibitions in any subcontract, sub-consultant agreement, or other instrument of assignment in which the Recipient delegates some or all of its duties for work performed on the Project and will require that all lower-tier agreements also contain similar provisions.

Any breach of this Agreement will cause irreparable harm to Hoffman and/or Owner for which money damages could not reasonably or adequately provide compensation. **Accordingly, Recipient agrees in the event of a breach of this Confidentiality Agreement by Recipient, Hoffman and/or Owner will be entitled to seek injunctive relief and, without limitation, all direct damages.**

The undersigned (Sub-Tier Recipient) hereby acknowledges and agrees that it will fully comply with this Confidentiality Agreement and shall require its lower tier contractors to execute an agreement similar in form to this Exhibit. Sub-Tier Recipient shall retain copies of any such lower tier agreements and make available to Hoffman upon request.

Sub-Tier Recipient: _____

Signed: _____

Printed Name: _____ Title: _____

Date: _____ Email: _____



INSTRUCTIONS AND SPECIAL PROVISIONS

Bid Package: #5.9 - Fall Protection Re-Bid

Hoffman Job No: 6340020

Bid Package Date: March 19, 2025

BID PACKAGE: #5.9 - Fall Protection Re-Bid

Hoffman Construction Company of Oregon has been selected as the General Contractor (“Contractor”) for the **UO 2.MO (University of Oregon Indoor Football)** (“Project”) being performed for PHIT TOO, LLC (“Owner”). We invite you to submit a Sub-bid proposal and/or Material Quotation in your area of expertise and in accordance with the terms of this Request for Proposals (“RFP”). We are an equal opportunity employer and request bids from all interested firms including disadvantaged, minority, women, veterans and emerging small business enterprises. Visit our website (www.hoffmancorp.com/trade-partners) for other Subcontracting Opportunities.

As used herein, the terms “Bidder” and “Proposer” are synonymous and shall mean the firm responding to this RFP. As used herein, the terms “bid” and “proposal” are synonymous and shall mean the response to this RFP.

BIDDING INFORMATION:

Bidders must be properly licensed with the Oregon Construction Contractors Board (CCB) at the time of bid. For landscaping work, bidders must be properly licensed with the Oregon Landscape Contractors Board (LCB) at the time of bid.

Bidders are required to file a \$30,000 Public Works Bond with the CCB in accordance with ORS 279C.836 EXCEPT exemptions allowed under paragraphs (7) or (8) will not be permitted. ***Due to the scheduled start of the work, the \$30,000 Public Works Bond must be on file with the CCB at the time of bid.***

This is a prevailing wage project. Bidders must comply with requirements of the prevailing wage law in ORS Chapter 279C. Workers must be paid not less than the Prevailing Wage Rates for Public Works Contracts in Oregon; **effective January 5, 2024**. Wage rates are available online at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

BIDDERS MUST UTILIZE THE SPECIFIED PROPOSAL FORM and be submitted as a **single file** (less than 10MB) to BIDS@hoffmancorp.com, no later than **2:00 p.m., April 1, 2025**. A completed Subcontractor/Vendor Questionnaire including latest year-end safety and financial information must accompany the bid unless previously submitted. Questionnaire may be attached as a separate file or submitted separately. The inclusion of non-essential information e.g. marketing/promotional material, safety manuals, resumes, etc. is strongly discouraged. **Bids that are materially incomplete are directed to other locations or received after the bid deadline will not be considered.**

Bids must be complete and clearly labeled: **#5.9 - Fall Protection Re-Bid** and include Bidder's name and address. There will not be a public opening of bids.

PROPOSAL FORM

To: Hoffman Construction Company of Oregon
 5500 Meadows Road, Suite 500
 Lake Oswego, OR 97035
BDS@Hoffmancorp.com
 Fax 503-221-8888

Project: UO 2.MO (University of Oregon Indoor Football)
Hoffman Job No: 6340020
Eugene, OR

Bid Package: #5.9 - Fall Protection Re-Bid

Bidder's Name: _____
 Description of Work: _____
 Specification Section(s) _____

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, FOB jobsite, to perform all work as required and in strict accordance with Contract Documents as follows:

Bid Item	Description	Bid Amount	Performance & Payment Bonds, if Req'd
9. Fall Protection			
	11 24 23 – Façade Access Equipment	\$	\$

Bidder represents and warrants that the insurance costs for all coverages provided under the CCIP (WC/GL) are excluded from its bid and the bids of its Sub-subcontractors of any tier.

- Subcontractor's Insurance and CCIP Contact: _____ Phone: _____
- Email Address: _____

CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED WITH PROPOSAL ON BID DATE

- Proposal Form
- Proposed Change Order Labor Rates (CCIP)
- Subcontractor/Vendor Questionnaire with latest safety & financial info (Unless previously submitted, can be found at <https://www.hoffmancorp.com/trade-partners/#prequalification>)

Prices are firm for acceptance within 60 days of bid date. Alternates and/or Options, if any, may be exercised within 60 days of Subcontract/Purchase Agreement award. In addition, proposal clarifications, additional scope of work, and/or schedule considerations are as follows (Bidder to list):

Proposal Form/Page 2
Project: 6340020, UO 2.MO
Bid Package #5.9 - Fall Protection Re-Bid

1. The undersigned acknowledges receipt of the following Addendums:

Addendum Number	Dated	Addendum Number	Dated

2. Oregon Construction Contractors Board (CCB) License Number: _____.
3. Bidder (has) (has not) filed a \$30,000 Public Works Bond with Oregon Construction Contractors Board.
4. List your firm's Workers' Compensation Interstate Experience Modification Rate (EMR) for the most recent three years: 2024-Rate: _____ 2023-Rate: _____ 2022-Rate: _____
5. Bidder is a (Union) (Non-Union) Contractor.

Trade Agreements With	Expires	Trade Agreements With	Expires

6. Bidder (is) (is not) a certified (MBE) , (WBE) , (ESB) , (VBE) , (Other) firm.
 Certification # _____ State (circle one) Oregon / Washington.
 M/W/V/ESB participation included in Base Bid Amount: _____%
7. Identify all Subcontractors and all M/W/V/ESB (Subcontractors and Suppliers) below or attach separate sheet.
 Separate sheet (is) (is not) attached.

Subcontractor / Supplier Name	Certification(s)	Work To Be Performed	Amount
			\$
			\$
			\$

8. Bidder is a (Large) (Small) Business Concern as defined by the Small Business Administration.
9. Bidder (is) (is not) a resident bidder of the State of Oregon.
10. Bidder (has) (has not) reviewed the proposed Subcontract/Purchase Agreement including attachments thereto and agrees to execute the Agreement without exception and provide the Insurance specified therein.
11. Subcontractor/Vendor Questionnaire (is attached) (was previously submitted) .
12. Where did you obtain or examine bid documents and Addendum for this bid package?
 Identify: _____
13. Where did you first learn of this bid package?
 Same as above Hoffman Website Invitation To Bid _____

Proposal submitted by:

Name and Address of Bidder:

 _____ Telephone: _____
 _____ Fax: _____
 _____ E-mail: _____

Signed By (please print)

_____ Date: _____

Signed:

Proposed Change Order Labor Rates

Must Be Included With Bid

Used for Cost Accounting Purposes - Subject to Contractor's review and approval

Bidder's Name: _____

Trade: _____

Effective Dates: From _____ To: _____

COST ITEM:		Journeyman Straight time	Journeyman Overtime	Journeyman Double time
BASE RATE (Hourly wage per 40-hour week)				
Taxes	FICA			
	Medicare			
	FUTA (Federal Unemployment)			
	SUTA (State Unemployment)			
Insurance	Workers' Compensation	Incl'd In CCIP	Incl'd In CCIP	Incl'd In CCIP
	General Liability	Incl'd In CCIP	Incl'd In CCIP	Incl'd In CCIP
	Umbrella/Excess Liability	Incl'd In CCIP	Incl'd In CCIP	Incl'd In CCIP
	Disability Insurance			
Benefits/Contributions	Identify Separately Below			
OTHER:				
SUBTOTAL:				
10% OVERHEAD & PROFIT:				
TOTAL:				

Prepared By: _____

Name & Title: _____

Date: _____

BID PACKAGE CLARIFICATIONS

BID PACKAGE: #5.9 - Fall Protection Re-Bid

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

1. **Bid Documents:** Work is based upon the **Bid Package: #5.9 – Fall Protection Re-Bid** documents including the Design Documents as prepared by Olson Kundig, Kendall Heaton, Cameron McCarthy, KPFF Civil and consultants and the Request for Proposals relating thereto, including the following:
 - a. UO 2.MO - 100% CD Documents including Drawings, Specifications and REVIT Files dated December 20, 2024.
 - b. UO 2.MO - 100% CD Documents – Amendment #1 including Drawings, Specifications, and Revit Files dated January 31, 2025.
 - c. UO 2.MO 100% CD and Addendum #1 Combined Documents
 - d. Reports issued with 100% CD:
 - i. Geotechnical Investigation by GRI dated December 20th, 2024
 - ii. Pedestrian Wind Study by RWDI dated December 20th, 2024
 - iii. Structural Snow Loading by RWDI dated December 20th, 2024
 - iv. Cladding Wind Load Study by RWDI dated December 20th, 2024
 - v. Structural Wind Load Study by RWDI dated December 20th, 2024
 - vi. Structural Calculation Package by Walter P Moore dated December 20th, 2024
 - vii. Acoustic Guidance by ARUP dated December 20th, 2024
 - viii. Energy Code Compliance OEESC Form dated December 20th, 2024
 - e. DAS Design Documents
 - f. Hatfield Dowlin As-Built Documents
 - g. Appendices Referenced in Scope Clarifications:
 - i. Appendix 1 Demo Scope Delineation R1_11.2.24
 - ii. Appendix 2 Demolition Protocol
 - iii. Appendix 3 Façade Scope Delineation Package (For Reference Only)
 - iv. Appendix 4 Structural Steel Erection
 - v. Appendix 5 Venue Technology Systems Matrix_10.15.24
 - vi. Appendix 6 Finish Scope Delineation_2.1.25
 - h. BP #5 Addenda A-E, including all Bidder Q&A and ASI 04 dated 2.12.25.
2. **Revit Models:** Revit models are available upon request from BIDS@hoffmancorp.com with an executed Electronic Data Transfer Agreement (EDTA). As noted therein, these FILES are not to be construed as contract documents and are provided solely for convenience purposes and without any warranty whatsoever. The EDTA form is included in this RFP.
3. **Pre Award Meetings:** As part of an effort to assure adequate proposal coverage and quality, a short list of the responsible proposers submitting responsive proposals may be invited to participate in an in-person or digital interview meeting with the Contractor, Design Team, and Owner. During this interview, the Contractor and other participants have the opportunity to review proposal documents and scope concepts that are of great importance to the project. Likewise, proposers may be given the opportunity to clarify contract requirements, exclusions, potential change orders and provide an acceptable adjusted proposal value.
4. **Informalities/Award of Work:** Bidders are advised that Contractor reserves the right to reject any or all bids or any part thereof, or to waive informalities, technical defects or minor irregularities in bids received, and is not bound to award the work to the lowest bidder if it is not in the best interest of the Project. Evaluation of bids will consider whether the bidder is a “responsible bidder” i.e. bidder has the appropriate financial, material, equipment, facility and personnel resources to meet all contractual requirements; a satisfactory record of previous contract performance, quality, safety and integrity; is otherwise eligible and qualified to receive an award; and whether a “responsive bid” i.e. a bid that substantially complies with the RFP requirements has been submitted. Neither the issuance of the RFP nor the receipt of proposals shall commit Contractor to award any or all of the work contemplated herein nor shall it create any liability for any expenses incurred by the bidders in preparation of their proposals. Bidders may submit pricing on more than one bid item. Each bid item may be awarded separately unless the proposal expressly stipulates “All or None.” Prices must be firm for acceptance within 60 days after bid date.

5. **Unsuccessful Subcontractor Briefing:** Contractor will provide a briefing opportunity to discuss subcontractor qualification, selection process involved and Contractor's subcontractor selection decisions with any subcontractor not selected for award providing written notice of such request is provided to Contractor at the address where the original bids were received within 60 days after Contractor's notice of award of a subcontract for a particular Work package. The briefing will be held within 45 days of subcontractor's written request.
6. **Protests:** Contractor shall be solely responsible and has the authority to settle or resolve a written protest submitted in accordance with the requirements of this RFP. A bidder who claims to have been adversely affected or aggrieved by the award of Work pursuant to this RFP may submit a written protest to Contractor at the address where the original bids were received. To be adversely affected or aggrieved, a bidder must demonstrate that all higher ranked proposals were ineligible for award. An adversely affected or aggrieved bidder may protest contract award within seven (7) calendar days following issuance of the written tentative notice of award. Notice of contract award shall consist of either a notice to the apparent lowest bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful bidders will not be notified by Contractor that a contract is awarded. The protest document shall contain: 1) the name, address and telephone number of the protesting bidder; 2) A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents; and 3) a statement as to the form of relief requested. Contractor shall determine the schedule and format for any meetings deemed necessary to resolve the protest in an efficient and fair manner and shall make a copy of the decision available to the interested parties to the protest. Nothing in this protest procedure shall require Contractor to suspend advertisement, contract award, contract performance or terminate the awarded contract.
7. **Subcontract/Purchase Agreement:** The successful bidder will be required to execute a Subcontract or Purchase Agreement, as applicable, on Contractor's standard forms, sample included in RFP, within ten (10) days of award. As indicated therein, five percent (5%) retainage will be withheld from all Subcontracts and Purchase Agreements. Carefully review the terms and conditions of the Subcontract and Purchase Agreement and their Attachments for additional requirements. Particular attention should be paid to the requirements of Subcontract Attachment "B" pertaining to the Indemnity Agreement, Insurance Requirements, Drug and Alcohol Testing, Safety, and Utilization of Lower Tier Contractors.
8. **Bonding Requirements:** The successful bidder may be required to provide Performance and Payment Bonds or a Purchase Agreement Bond, as applicable. If bonds are required, the cost of bonds will be added to the Subcontract/Purchase Agreement price and shall be paid for by Subcontractor/Vendor and Subcontractor/Vendor must include bond premium adjustments in its pricing for all additive and deductive changes.
9. **Execution and Return of Required Documents:** The successful bidder shall execute and return all required documents, i.e., Subcontract or Purchase Agreement, Performance and Payment Bonds (if required), Certificates of Insurance and Safety Plan within ten (10) days of award. Failure to return all required documents within ten (10) days shall be considered grounds for rescission of award.
10. **Technical Questions & Substitution Requests:** Technical questions and substitution requests must be SUBMITTED IN WRITING (No Telephone Calls, please!) **at least seven (7) working days prior to the bid date** to: Dan Johnston at Daniel-Johnston@Hoffmancorp.com and also Hannah Jenkins at Hannah-Jenkins@hoffmancorp.com.
11. **Commercial Terms and Conditions Questions:** Questions concerning Subcontract/Purchase Agreement Terms and Conditions, Insurance, Bonding, and/or M/W/V/ESB requirements should be directed to: Rebekah Kilgore, Tel 503/221-8811, Fax 503/221-8888, or E-mail Rebekah-Kilgore@Hoffmancorp.com.
12. **CCIP Questions:** Questions concerning the Contractor Controlled Insurance Program and/or how to complete the credit worksheets should be directed to: Jennifer Dorner, Tel 503/221-8988, Fax 503/221-8888, or E-mail Jennifer-Dorner@Hoffmancorp.com.

SCOPE OF WORK

Lump sum pricing is requested for the Work in strict accordance with *Division 01 - General Requirements*, the *Contract* documents and this *Request for Proposals*. Incomplete proposals will not be considered. As used herein, “provide” shall mean “furnish and install”. Except as otherwise noted, Work will be awarded to the responsible bidders submitting the lowest responsive bids.

Required Scope of Work for each Bid Item is identified in the Proposal Form and supplemented below.

Scope Specific Clarifications:

Bid Item #9 – Fall Protection

1. Specification Sections:
 - a. Division 01 – General Requirements
 - b. 11 24 23 – Façade Access Equipment
2. *Sufficient bid coverage was not obtained in BP#5, so we have rejected all bids and decided to re-bid. There are no changes to the bid documents or scope clarifications from the final documents in BP#5 inclusive of Addenda A-E.*
3. Work shall include, but not be limited to the following:
 - a. Specification Sections, noted above furnished and installed complete in accordance with the Contract Documents including all associated General Notes and Keynotes.
 - b. Shop Drawings, Product Data, Samples, and all other Submittal requirements – To be submitted no later than 15 days from Subcontract date or earlier, if required to meet the project schedule.
 - c. Subcontractor shall furnish and install the specifications listed above complete, unless noted otherwise in specific scope of work description following this item. The following clarifications are intended only to assist with identifying scope, but shall in no way limit the intent of including the complete scope of the listed specification, unless as noted specifically noted. Scope of work includes, but not limited to the following:
 - i) Subcontractor shall furnish and install the rooftop fall protection, including all tie-back anchors, horizontal life lines, intermediate supports shown on A3.421, Façade Access Drawings, Architectural Roof Drawings and similar.
 - i) Subcontractor includes all necessary engineering, calculations and drawings, stamped by a Professional Engineer licensed in the State of Oregon for the systems and attachment of the scope of work being bid to structure. Subcontractor/Vendor also includes deferred submittals and all permits and fees required by the authority/authorities having jurisdiction.
 - ii) Subcontractor shall include coordination of height of tie-off anchor with roof insulation design and Contractor to ensure anchor is tall enough to achieve necessary roofing tie-in for watertight roofing assembly.
 - iii) Provide minor steel prep/grinding as needed.
 - iv) Provide required fire watch.
 - v) Provide demonstration of system as required for training and instruction for Owner.
 - vi) Provide inspection of the installed equipment at least four times per year, performed at approximate intervals, during the first two years of operation.
 - vii) Provide load testing of all anchors.
 - viii) Include plugs in anchors, if drilled for hot-dip galvanizing process and holes are located above roof membrane.
 - ix) Subcontractor will closely review the project schedule included in the RFP. If hoisting is required after the tower crane is scheduled to be removed, Subcontractor will include a mobile crane or other means of stocking its materials to the roof.
 - x) Include all staging, scaffolding, ladders and lifts necessary for safe access to the work.

- xi) Subcontractor is responsible for breakdown and disposal of all crates, pallets, cardboard containers, boxes, and any other refuse identified as unneeded by Subcontractor. Contractor to provide jobsite dumpster for Subcontractor disposal use.
- xii) Subcontractor shall provide and maintain all surveying and layout required beyond the “Survey Scope” called out in the RFP.
- xiii) Subcontractor acknowledges the site laydown space needs to be fully coordinated prior to any assumptions of use. Subcontractor will receive an allocated area for laydown of materials, etc. Subcontractor will be required to make just-in-time deliveries to the site to help accommodate an efficient construction effort.
- xiv) Subcontractor to exclude fall protection integral to ETFE.
- xv) See updated drawings sheet SK-WW-04.
- xvi) **Quality:** Project requires quality workmanship at all stages of construction, from foundations to rough-in to finishes. Any work or materials not exhibiting the highest level of standards for quality and workmanship will be removed and replaced at no additional charge to Owner or Contractor. In general, aesthetics are critical to the Owner and Architect. Likewise, assurances that all materials being buried or covered in slabs, walls, and ceilings are installed properly is equally as important. Quality efforts should be intentional and coordinated.
- xvii) Subcontractor shall identify and provide an individual in charge of quality for their scope of work. This person shall be responsible for quality control efforts and shall be 100% onsite.

General Clarifications applicable to all Bid Items

1. **Special Requirements:** Subcontractor shall comply with all laws, regulations and Owner specific requirements applicable to the Work. Subcontractor has researched market conditions and satisfied itself as to the current and future availability of labor, materials, and all other resources necessary to complete the Work as required. Subcontractor has included all costs to perform the Work in accordance with these Special Requirements in its bid.
2. **Helmets:** Effective January 1, 2024, traditional construction hardhats, with or without chin straps, are no longer acceptable to be worn on Hoffman Projects. Construction “climber style” safety helmets are required for all workers. Helmets must be worn at all times while on the project except in PPE Free Zones. All helmets must meet the following minimum requirements:
 - a. Meet ANSI Z89.1.
 - b. Have a chin strap in use as directed by Manufacturer.
 - c. Designated at least type 1/Class C. Note: Subcontractors are responsible for providing higher level protection for their employees as conditions warrant.
 - d. Designated Class E when exposed to high-voltage electrical hazards.
 - e. Designed to protect the head from impacts.

As there are many manufacturers of helmets, it is recommended that Subcontractors utilize the model and type of helmet that is comfortable and effective for their workers. Subcontractors are encouraged to contact Contractor prior to purchase of helmets to verify the brand/make/model they choose meets the requirements noted above. Helmets shall include specific project decals, employee name and company name worn at all times. Subcontractor’s Foreman shall display distinctive (will be determined by the Contractor) Foreman identification on helmets. (EG: Name placed on Orange Label Tape).

3. **Gloves:** All workers are required to wear at a minimum ANSI cut level 3 or EN388 rating of 3C gloves upon entering the project and work areas. Gloves can be removed in PPE free zones, break areas and pre-approved areas designated by Contractor’s supervision. The ANSI cut level 3 is a minimum and each sub is still required to have a Task and Glove matrix that specifies additional requirements dependent on hazards and conditions.
4. **Complete and Fully Functional Building/Systems:** Proposals must include the cost of any additional work necessary to provide the complete and fully functional construction / systems specified or reasonably inferred including, but not limited to: (1) refinement and/or addition of construction details; (2) coordinate with other trades; (3) resolution of unforeseen constructability issues inherent with standard construction practices; (4) compliance with code requirements; (5) material, equipment and labor escalation; and (6) all other impacts associated with work.
5. **Insurance & CCIP-WC/GL:** A Contractor Controlled Insurance Program (“CCIP”) is being utilized to provide, for on-site operations, Workers' Compensation, Employer’s Liability and General Liability insurance coverage in

accordance with Subcontract Attachment “D” for subcontractors and Work eligible for the CCIP. The successful bidder and its lower tier contractors, if any, must enroll in the CCIP before coverage is applicable. Provide Certificate(s) of Insurance in accordance with Subcontract Attachment “B” and as modified herein for coverages not included in the CCIP, including but not limited to, Workers’ Compensation and Employer’s Liability for offsite work, General Liability for offsite work, Commercial Automobile Liability, Contractor’s Equipment Floater, and Pollution Liability. **Bidders are cautioned to carefully review the insurance requirements with their broker or agent and that only the specified Additional Insured endorsements or manuscript language identical to that provided in ISO form CG 20 10 10 01 for ongoing operations, CG 20 37 10 01 for products-completed operations (if Work is excluded from the CCIP), and CG 24 04 10 93 for waiver of subrogation will be accepted.**

6. **Pollution Liability:** Subcontractors are not subject to requirements of Attachment “B” Section 2e or Section 2g as Contractor has secured a project-specific Contractor’s Pollution Liability policy on a primary basis for itself and on behalf of its subcontractors and sub-subcontractors for their work at the jobsite. As a party to this insurance, in the event a loss payable under the project pollution policy is attributable to Subcontractor’s Work or the work of its sub-subcontractors, Subcontractor will be required to pay a sum of up to \$50,000 per occurrence.
7. **Modified Insurance Requirements:** The insurance requirements of Subcontract Attachment “B” are modified as follows:
 - a. Section 2.f.2. – \$2,000,000 professional liability policy and occurrence limits if Subcontractor’s work includes any professional or design services.
8. **Prevailing Wages:** This is a prevailing wage project. Bidders must comply with requirements of the prevailing wage law in ORS Chapter 279C. Workers must be paid not less than the Prevailing Wage Rates for Public Works Contracts in Oregon; **effective January 5, 2024.** Wage rates are available online at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.
9. **LCP Tracker:** When paying employees subject to prevailing wage, Subcontractor shall comply with the requirements of applicable prevailing wage law. The Contractor/Owner uses an electronic system called “LCP Tracker” to ensure compliance with prevailing wage requirements. In order to submit its certified payrolls, Subcontractor agrees to do all of the following:
 - a. Register and create a profile, including an email address, in the LCP Tracker system.
 - b. Log labor rates paid, hours worked, and other required information for each employee, each week work is performed, (for weeks where no work is performed but Subcontractor has not completed performance, Subcontractor must still log into the system and complete a report of no hours).
 - c. Promptly, upon notice from LCP Tracker, Contractor/Owner, redress any non-conformances.
 - d. Contractor or Owner may request hard copies to be submitted to the Contractor.
10. **Licensing of Lower Tier Contractors:** Subcontractor shall verify that its lower tier contractors, if any, are properly licensed with the Construction Contractors Board (CCB) before allowing them to start work on the project. Verification shall include a) Active CCB License; b) Commercial Endorsement; c) Public Works Bond; and d) Workers’ Compensation Insurance. Information can be verified from the following site: <https://search.ccb.state.or.us/search/> or directly with the CCB, telephone 503-378-4621.
11. **Contractor’s Policies and Procedures:** Subcontractor acknowledges its obligations to comply with Contractor’s policies and procedures as identified in the RFP and Subcontract Attachments.
12. **Owner’s Policies and Contract Requirements:**
 - a. **Owner Occupancy:** Owner will occupy site and existing buildings during entire construction period. Cooperate with Contractor and Owner to minimize impacts and facilitate uninterrupted use by Owner and the public. Perform the Work so as not to interfere with Owner’s day-to-day operations.
 - b. Vendors, contractors, and subcontractors will not enter any other portion of the Football Complex or the University of Oregon campus except as otherwise authorized under this agreement or specifically authorized by the University of Oregon. Vendors, contractors, and subcontractors will coordinate authorized use of any other portion of the complex or UO campus to avoid interference with any event, activity, or use of the specific areas and UO property.
13. **Schedule:** Subcontractor acknowledges the Project schedule included in the RFP documents and has included sufficient mobilizations, manpower, tools, and equipment to complete its Work as scheduled. Subcontractor shall

include all costs required to ensure completion of its Work or any part thereof within the time specified in the Project schedule included in the RFP, including but not limited to, any or all of the following: increase construction manpower in critical quantities and crafts; increase the number of working hours per shift; increase the number of shifts per working day; increase the number of working days per week; increase the amount of construction equipment; or, perform any combination of the foregoing actions.

14. **Hoffman Collaborative Planning “HCP”:** Subcontractor acknowledges that the Project schedule will be further developed via a collaborative scheduling method and agrees to attend and participate as required at all scheduling meetings, also known as “Phased Planning Sessions”. Subcontractor shall include all costs necessary for Subcontractor to participate in the Hoffman Collaborative Planning, including without limitation attendance and participation at meetings, software and other administrative costs. Subcontractor acknowledges that the goal of the scheduling process is to improve the overall sequencing and flow of the work to the benefit of all participants.
15. **Delay Damages:** Subcontractor acknowledges that liquidated damages in the amount of \$5,000 per calendar day will be assessed by Owner for each and every day after the agreed date of Substantial Completion of the Work that the Work is not Substantially Complete. In addition to any actual damages, attorney's fees and other liquidated damages as provided for in Section XX of the Subcontract General Conditions, Subcontractor shall be liable for any liquidated damages assessed by Owner that result from Subcontractor's failure to perform in strict accordance with the schedule.
16. **M/W/V/ESB Participation:** Owner and Contractor are committed to promoting and stimulating the growth of minority business enterprises, women business enterprises, veteran business enterprises and emerging small businesses (M/W/V/ESB) and maximizing opportunities for these firms to participate in the work of this project. Subcontractor shall endeavor to utilize such firms through sub-tier contracting and/or material purchases and shall provide documentation of their good faith efforts and achievements.
17. **Submittals:** Subcontractor shall provide shop drawings, calculations, product data, samples and all other submittal requirements for approval no later than 15 days from Subcontract date or earlier, if required to avoid delays due to lack of approval.
18. **Water Damage Prevention:** Fire protection and plumbing subcontractors must submit completed Pre-Task Plan – Water Damage Prevention worksheet and Quality Control Plan required by Attachment C, Section XXX(b); clearly describing proposed water damage prevention protocols with executed Subcontracts.
19. **Fall Protection:** Subcontractor shall include costs associated with providing a positive means of fall protection when work process exposes employees to a fall hazard of more than six feet (6’). No more than four feet (4’) of free fall distance into any fall protection system will be permitted. Provide all fall protection work complete, without limitation, to fully comply with the Contractor’s safety policies and all regulatory agencies having jurisdiction. A Fall Protection Work Plan must be made available to Contractor upon request.
20. **Clean-up:** Subcontractor shall at all times keep the project free from the accumulation of waste materials caused by its employees, subcontractor’s employees, or Work on the project. Subcontractor shall continually and thoroughly clean up and remove from jobsite, at its sole expense, all waste, debris, surplus equipment and surplus materials resulting from Subcontractor's operations. Recycling of debris will also be utilized by Subcontractor on this project. Such cleanup shall occur on at least a weekly basis and more often if, based on the judgment of Contractor's Superintendent, more frequent cleanup is necessary to prevent risk of injury to employees or crafts people or personnel on the job-site. If Subcontractor fails to clean up such waste, debris, surplus materials and surplus equipment, such clean up and removal will be done by others and costs for this work will be deducted from the Subcontract by Contractor.
21. **Surveying:** Subcontractor shall provide all surveying and layout beyond that identified in the RFP as provided by Contractor.
22. **Non-Smoking Policy:** Smoking is not allowed anywhere within the Building. Subcontractor will educate its employees and enforce compliance with the non-smoking policy for the jobsite. Smoking must take place outside the building sufficient distances away from building entrances.
23. **Scheduled Deliveries:** Subcontractor shall carefully coordinate ALL deliveries at least 72 hours in advance with Contractors’ Superintendent to minimize disruption to the Owner’s operations, patients, visitors, security and the surrounding neighborhood. It may be necessary to schedule deliveries outside of normal working hours, evenings and/or weekends. Subcontractors shall be responsible for the proper communication to transportation companies on which access roads will be allowed. All delivery routes must be predetermined as coordinated directly with Contractor. At no time shall delivery vehicles or Subcontractor transportation equipment be allowed to block

access of the emergency vehicles. Subcontractors are solely responsible for traffic control for their deliveries. Delivery drivers are subject to all onsite policies including PPE if exiting the vehicle.

24. **Quality Control:** Subcontractor shall submit within 15 days from Subcontract date or earlier, a project specific QA/QC plan that includes a schedule for document review, layout and inspection process to ensure proper coordination of work, coordination with other trades and quality level required per the Specifications.
25. **Safety Meetings:** The successful Subcontractor for this scope of work shall conduct a daily project specific safety orientation for all new employees on their first day on site. All employees of Subcontractor performing work on site shall comply with Contractor Construction's pre-employment drug testing program (reference Subcontract Attachment "B") and safety orientation. The safety orientation meetings will be offered as needed and the Subcontractor must attend the meeting prior to starting work onsite. Subcontractor shall conduct at minimum weekly all-hands Safety Meetings, with daily 'tool-box' meetings for individual crews. Subcontractor and its employees onsite shall participate in all Contractor led Safety Meetings such as the weekly Mass Safety Meeting. Project Managers and/or Project Executives of the Subcontractor are also expected to attend and participate in an every other month Management Safety Leadership Team (MSLT) Meeting. The agenda for this meeting includes, but is not limited to, reviewing the project safety record, hearing about incidents, root cause, and contributing factors from firms that had incidents, discussing the project safety culture, sharing ideas and sharing innovations that reduce exposure.
26. **GPR, X-Ray, or Other Scanning and Utility Locating:** Subcontractor shall include any and all scanning or utility locating needed for their scope of work. This includes, but is not limited to, scans for sawcut penetrations, drilled anchors, utility verification, site locates, GPR scanning, x-ray scanning, etc.
27. **Access and Equipment:** Subcontractor shall provide all means of access required for Subcontractor's scope of work. This includes, but is not limited to, boom lifts, scissor lifts, scaffolding, ladders, planking, etc. Should Subcontractor require the use of another Subcontractor's means of access, Subcontractor shall be responsible for those costs. Subcontractor's access equipment shall allow other trades access to and through each area.
28. **Tolerances:** Subcontractor shall install the scope of work within specified or industry standard tolerances, whichever is more stringent. Subcontractor will be connecting to or abutting against adjacent work which may have less stringent tolerance requirements. Subcontractor's installations shall accommodate these variances in tolerances. By way of example, dealing with tolerances may include, but is not limited to, floor fill, custom profile finishes, shimming, grouting, custom measurements and fabrication, etc.
29. **Utility Connection:** When two different Subcontractors are involved in completion or connection of a utility, the Subcontractor arriving second shall make all necessary offsets, adjustments, or fittings to connect to the existing utility to complete the system per drawings and specifications. Both subcontractors shall be responsible for any required flushing, testing, cleaning, passivation, and AHJ approvals.
30. **Grout:** Subcontractor shall include any and all grouting required for their scope of work. This includes, but is not limited to, all baseplates, strut feet, pipe supports, equipment supports or bases, MEP utility penetrations, hole patching from anchor placement, etc.
31. **Inspections:** Subcontractor shall schedule all inspections independently a minimum 48 hours in advance of when any inspections are required. Subcontractor shall provide notice to Contractor upon making inspection requests. The Subcontractor will stand for all inspections as required by this scope of work. The Contractor will not entertain any claims for overtime or premium time arising as a result of compliance with required inspections. Subcontractor shall schedule and coordinate all special inspections and tests in a manner not to adversely affect the Project Schedule.
32. **Laydown (No Laydown):** Subcontractors shall assume zero laydown space exists onsite. Deliveries will need to be just in time similar to a downtown city construction site. This includes direct shipments to the jobsite from Subcontractor's manufacturers. Subcontractor will only be allowed to deliver product just in time as allowed by Contractor.
33. **Weather:** Subcontractors shall plan to utilize any means necessary to work around and through weather conditions to facilitate continued construction without delay. These means include, but are not limited to, temporary walls, enclosures, means of heat, humidity control, etc.
34. **Temporary Water:** Contractor will provide designated temporary non-potable water source for use of Subcontractor at a central location. Subcontractor is responsible for distribution of temp water as required to complete its scope of work. Maintenance and distribution of drinking water will be the responsibility of Subcontractor. Subcontractor distributing water throughout the building via hoses and pumping devices shall

provide leak-free equipment. All water damage by actions of improper equipment and/or monitoring of temporary water distribution system will be assessed to the responsible Subcontractor.

35. **Temporary Electrical Services:** Electrical subcontractor will provide electrical distribution for lighting and small tool use only to a central location in each work area and lighting will be provided in the work area corridors. Power will be 110v and 220 single Phase only (via spider boxes). Contractor will provide localized “transformer and distribution skid” and distribution panels only. Any special electrical cords, connectors shall be the responsibility of the Subcontractor. Any tools or equipment that may require high-voltage power shall be identified to Contractor at time of award or cost will be the responsibility of the Subcontractor. Subcontractor will be responsible for any and all additional electrical services that may be required including, but not limited to, task lighting and distribution of power to complete its work. Subcontractor will employ a professional certified electrician to safely and properly connect equipment/tools.
36. **Temporary Sanitation:** Contractor will provide and maintain temporary toilets and wash facilities at the job site for use of employees of Subcontractor. Any graffiti and/or vandalism to Contractors’ toilet facilities will be grounds for dismissal of the responsible party. Cost to replace or correct will be equally distributed to Subcontractors if a responsible party is not identified. Use of toilet rooms within the owner’s facilities is not allowed.
37. **Masonry Bracing:** Masonry Subcontractor shall engineer, furnish, install and maintain adequate bracing for all masonry walls over eight feet in height to prevent overturning and collapse. Masonry Subcontractor shall submit a complete masonry bracing and erection plan for Contractor’s review prior to erection. Bracing shall remain in place until permanent supporting elements of the structure are in place.
38. **Steel Erection:** Subcontractor acknowledges the requirements of the “AISC Code of Standard Practice for Steel Buildings and Bridges” as it relates to steel erection and specifically Section 7.10 “Temporary Support of Structural Steel Frames.” Prior to commencing work on site, Subcontractor shall provide to Contractor a detailed, site-specific, erection plan, prepared and stamped by a registered structural engineer licensed in the State of [Oregon], that is in compliance with these requirements. Subcontractor shall continually monitor conditions on site and shall promptly provide a modified erection plan should conditions change from those anticipated in the original erection plan. Subcontractor shall determine, furnish and install all required temporary supports.
39. **Deferred Submittals:** Subcontractor shall be responsible for the submittal of documents and fee payment associated with any deferred submittals required by the City, County or State that pertain to its scope of work.
40. **Daily Work Records:** Subcontractors shall submit the completed Subcontractor Daily Work Record form to Contractor no later than 8am the following workday for each day the Subcontractor has personnel working on the Project site. If required by Contract, Subcontractors shall also report personnel hours assigned to off-site facilities that are supporting the Project scope of work. Daily Work Records shall be completed via Contractor’s Project Management System in accordance with Subcontract Attachment C Article XXXI (d). Subcontractors shall be responsible to ensure their tiered subcontractors understand and comply with this daily work record reporting requirement.
41. **Excavation & Boring:** Subcontractor shall be responsible for the location and marking of all existing utilities and shall notify Owners and Contractor of underground utilities within the construction area in advance of its excavation or boring activities. Subcontractor shall provide pre-marking of excavations and/or pot holing for directional boring, where required.
42. **Permits and Fees:** Building Permits will be obtained and paid for by Owner. Subcontractor shall be responsible for all other permits and fees applicable to its Work.
43. **Traffic Control and Flagging:** Subcontractor shall be responsible for providing all traffic control, wheel washes, street cleaning, and dust and noise control to comply with all applicable codes and regulations as it pertains to its Work.
44. **Vehicle Parking:** Craft Parking is available in the large parking lots located East of Autzen stadium. All trades will be required to park in the East Autzen lot. There will be some limited parking available onsite for ADA parking, some Subcontractor shuttle vans and senior foreman trucks. Any such accommodations will only be available through coordination with Contractor and with the appropriate jobsite parking pass. Subcontractors will be responsible to make all arrangements for shuttling and/or other accommodations as required.
45. **Fireproofing Patching:** Subcontractor agrees in advance to pay for all costs to patch fireproofing damaged by its Work and operations.

46. **Firestop and Sleeves:** Subcontractor includes furnishing and setting of all sleeves and firestopping connected with its Work in strict accordance with “Firestopping” provisions of the Specifications.
47. **Joint Sealants:** Subcontractor shall do all caulking connected with its Work in strict accordance with “Joint Sealants” provisions of the Specifications.
48. **Changes:** Changes shall be paid for as clarified in the RFP’s Change Order Terms. Allowable markup for changes performed on a cost reimbursement basis shall not exceed the following:
 - a. On Labor10%
 - b. On Equipment10%
 - c. On Materials10%
 - d. On Authorized lower-tier contractor5%
49. **Cost Proposals:** Subcontractor will submit Cost Proposal Notifications to Contractor via electronic format. Subcontractor will submit via electronic format an up-to-date Change Order Request Log to the Contractor with each monthly progress billing.
50. **Taxes:** Subcontractor shall include all applicable taxes including but not limited to HB 3427 (Oregon Corporate Activity Tax).
51. **Additional Documents:** Contractor shall provide one (1) electronic copy of original bid documents and applicable change documents, e.g., Architect’s Supplemental Instructions, Construction Change Directive, etc. Subcontractor is solely responsible for obtaining additional or printed copies they require.
52. **Subcontract Requirements:** Carefully review the terms and conditions of the Subcontract or Purchase Agreement and its Attachments for any additional requirements.

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2024



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