

BIDDING DOCUMENTS

PROJECT: NE NEGUS WAY & NE 17TH ST IMPROVEMENT

PROJECT #: W66090

BID OPENING: MAY 26, 2021

COMPLETION DATE: NOVEMBER 30, 2021

CONTRACTING AGENCY:



ROAD
DEPARTMENT

61150 SE 27TH STREET
BEND, OREGON 97702
PHONE: (541) 388-6581
FAX: (541) 388-2719
WEB: www.deschutes.org/road



BIDDING DOCUMENTS

NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

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PROJECT PLANS, TITLED “NE NEGUS WAY & NE 17TH ST. IMPROVEMENT PROJECT, MARCH 2021”

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2021

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction". All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
NE NEGUS WAY & NE 17TH ST. IMPROVEMENT**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon 97702, until but not after, **2:00 p.m. on May 26, 2021**, at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud.

The Class of Work of this Project is Asphalt Concrete Paving and Oiling or Aggregate Bases. The value for this Contract is estimated to be between \$2,000,000 and \$3,000,000. The Work will consists of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Perform earthwork and drainage.
- Perform cold-plane pavement removal.
- Construct full-depth reclamation base.
- Construct aggregate base and shoulders.
- Construct asphalt concrete pavement.
- Install fences and gates.
- Install permanent signs and permanent pavement markings.
- Perform additional and incidental work as called for by the specifications and plans.

Specifications and other bid documents may be inspected and obtained from the Deschutes County Bids and RFPs website at <http://www.deschutes.org/rfps>. Inquiries pertaining to these specifications shall be directed to Cody Smith, County Engineer, in writing at Cody.Smith@deschutes.org or the address above.

Bids shall be made on the forms furnished by the County, including a Bid Bond or Cashiers Check for the minimum amount of 10% of the Bid Price, addressed and mailed or delivered to Chris Doty, Department Director, 61150 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "BID FOR NE NEGUS WAY & NE 17TH ST. IMPROVEMENT" and the name and address of the bidder.

Bidders must submit a Subcontractor Disclosure Statement. The subcontractor disclosure statement may be submitted in the sealed bid prior to 2:00 p.m. on May 26, 2021 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - NE NEGUS WAY & NE 17TH ST. IMPROVEMENT" prior to 4:00 p.m. on May 26, 2021 at the above location.

Because the work called for under this contract is for a public works project subject to state prevailing rates of wage under ORS 279C.800 to 279C.870, the County will not receive or consider a bid unless the bid contains a statement by the bidder that the bidder will comply with ORS 279C.840. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Bidders shall be prequalified with the State of Oregon for the Class of Work stated above in accordance with ORS 279C.430 through 279C.450 and Deschutes County Code 12.52.020. The successful bidders and subcontractors providing labor shall maintain a qualified drug testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468A.720.

Deschutes County may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of Deschutes County it is in the public interest to do so. The protest period for this procurement is seven (7) calendar days.

CHRIS DOTY
Road Department Director

PUBLISHED:
DAILY JOURNAL OF COMMERCE: May 5, 2021
THE BEND BULLETIN: May 5, 2021

INFORMATION FOR BIDDERS

1. **General Description of Project.** A general description of the work to be performed is contained in the Invitation to Bid. The scope is indicated in the applicable parts of these Contract documents.
2. **Contract Documents.** The Contract documents under which it is proposed to execute the work consist of the material bound herewith. These Contract documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed work.

Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said contract document shall at once notify, in writing, the Road Department Director of Deschutes County, Oregon. Any interpretation of change will be mailed or delivered to each person receiving a set of documents.

3. **Form of Proposals.** All proposals must be submitted on the forms furnished. Subcontractor disclosure form may be submitted with the bid or in a separate envelope.
4. **Substitutions.** Materials and/or products called for in the specifications are named in order to establish a standard of quality design. Manufacturers or suppliers of products similar to those specified may submit bids on the work providing requests for approval of substitution materials are made at least seven (7) calendar days prior to the bid opening. Adequate information on which to base approval or disapproval must be furnished to the Road Department Director or his representative and the Road Department Director shall be the sole judge of any request. When the Road Department Director approves a substitution, it is with the understanding that the Contractor guarantees the substituted article or materials to be equal or better than the specified.
5. **Preparation of Proposals.** All blank spaces in the proposal form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Written amount shall govern in cases of discrepancy between the amount stated in writing and amount stated in figures.

Any proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which, in any manner shall fail to conform to the conditions of the published invitation to bidders.

The bidder shall sign his/her proposal in the blank space provided therefore. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners therein. If a corporation makes a proposal, it must be signed by one of the principal officers thereof, and the corporate seal affixed.

If made by a partnership, it must be signed by one of the partners, clearly indicating that he is signing as a partner of the firm. In the case of a proposal

made by a joint venture, each of the joint venturers must sign the proposal in his personal capacity.

The wording of the proposal shall not be changed. Any additions, conditions, limitations or provisions inserted by the bidder will render the proposal irregular and may cause its rejection.

6. **Submission of Proposals.** All proposals must be submitted in the time and place and in the manner prescribed in the invitation to bid. Proposals must be made on the prescribed proposal forms furnished. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened. If the proposal is submitted by mail, the sealed envelope containing the bid must be enclosed in a separate envelope plainly addressed for mailing to conformance with instructions in the Invitation to Bid

A responsive bid proposal must include the following completed items:

- Bid Proposal Form
- Schedule of Bid Items
- Bid Guaranty Form

7. **Modification or Withdrawal of Proposal.** Any bidder may modify his bid by written or telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the County prior to the closing time, and provided further that a written confirmation of a telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation of a telegraphic communication is not received within at least two calendar days of the closing time, no consideration will be given to the modification. The written or telegraphic communication should not reveal the bid price, but should state the addition or subtraction or other modification so that the County will not know the final prices or terms until the sealed bid is opened.

Proposals may be withdrawn prior to the scheduled time for the opening of the proposals either by telegraphic or written request, or in person. No proposal may be withdrawn after the time scheduled for opening of proposals, unless the County has failed to comply with the time limits applicable to award of the Contract.

8. **Disclosure of First Tier Subcontractors.** Bidders must submit a subcontractor disclosure statement where the value, estimated by the contracting Agency exceeds \$100,000. The subcontractor disclosure statement may be submitted in the sealed bid prior to the bid closing OR it may be submitted in a separate sealed envelope marked "**SUBCONTRACTOR DISCLOSURE STATEMENT**" and the name of the project, within two (2) working hours after the bid closing. Bidder must submit a statement on the form provided in these contract documents identifying all first-tier subcontractors that will furnish labor or labor and materials and whose contract value is equal to or greater than:

- 5% of the total project bid, but at least \$15,000, or
- \$350,000 regardless of the percentage of the total project bid.

For each subcontractor listed, include:

- The name, address and telephone number of the subcontractor:
- The category of work that the subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a bidder is required to indicate “**NONE**” on the accompanying form.

To determine disclosure requirements, it is required that bidders disclose subcontract information for any subcontractor as follows:

- 1) Use the forms bound herewith for the required disclosure.

Notice – Bidder’s Requirements: Bidders are required to disclose information about certain first-tier subcontractors when the contract value estimated by the contracting Agency for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or
(ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission or within two working hours after bid closing:

- (a) The subcontractor’s name, and
- (b) The category of work that the subcontractor would be performing.

- 2) If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate “**NONE**” on the accompanying form.
- 3) Bidder shall submit the disclosure form required by OAR 137-049-0360 either in its bid submission or separately within two working hours after Bid Closing in the manner specified by the invitation to bid.
- 4) Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
- 5) County shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. County is not required to determine the accuracy or completeness of the information provided on disclosure forms.
- 6) Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. County shall accept written submissions filed under the statute as public records. Aside from issues involving inadvertent clerical error under ORS 279.585(5), County does not have a statutory role or duty to review, approve, or resolve disputes

concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

9. **Bid Security.** The Bid Bond or Cashier's Check will be for a minimum of ten per cent (10%) of the amount of the bid price. If a bidder bids more than one bid proposal, each proposal must be accompanied by separate bid security. The County reserves the right to retain the bid security of the three (3) lowest bidders until the successful bidder has signed and delivered the contract and furnished one hundred percent (100%) Performance and Payment Bonds.
10. **Conditions of Work.** Each bidder must inform himself of the conditions relating to the execution of the work, and make himself thoroughly familiar with all the Contract documents. Failure to do so will not relieve the successful bidder of his obligations to enter into a Contract and complete the contemplated work in strict accordance with the Contract documents. Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, protection of public health, access to the work and similar requirements.
11. **Award of Contract.** The award of the contract will be made by the County on the basis of the proposal which in its sole and absolute judgment will best serve the interest of the County.

County will issue a notice of intent to award contract. Any bidder may protest the notice of intent to award contract within seven (7) calendar days of the notice of intent to award contract.

The County reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals.

12. **Payment and Retainage.** Payment for work performed will be made by the County as specified in the Special Provisions based upon the contract unit prices on the Bid Schedule.

Upon substantial completion of the contract, Contractor may request a partial release of retainage held by the County. The maximum amount of a request for a partial release retainage shall be the Contract amount less 150 percent of the estimated cost of the Contract yet to be performed through final completion. Upon final completion, Contractor may request release of the remaining retainage. Each request for the release of retainage shall be accompanied by the Consent of the contractor's surety.

13. **Performance Bond and Payment Bond.** The successful bidder shall file with the County, at the time of execution of the contract, a Performance Bond and a Payment Bond each of not less than the contract price on the forms furnished by the County. The Surety Company furnishing the required bonds shall have a sound financial standing and a record of service satisfactory to the County, and shall be authorized to do business in the

State of Oregon. In lieu of a Performance Bond, the contractor may file cash, a Certified or Cashier's Check made payable to Deschutes County, Oregon. This money, check or certificate will be held by the County conditioned on and subject to the same provisions as set forth in the attached Performance Bond. ORS 279C.380 allows no flexibility for a cash deposit in lieu of a Payment Bond.

County may request a copy of Contractor's surety bond(s). Contractor must supply County with copy of surety bond(s) within ten (10) calendar days from the date of the request.

14. **Required Public Works Bond.** Before starting work on this project the Contractor and every subcontractor to which Contractor is a party for the performance of work under this contract must have a public works bond filed with the Construction Contractors Board, 700 Summer St. NE, Suite 300, Salem, Oregon 97309-5052, before starting work on the project, unless exempt under section 2 (7) or (8) of 2005 Oregon Laws Chapter 360 ORS 279C.836(7) or (8). Every subcontract to which Contractor is a party for the performance of work under this contract shall contain a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on this project, unless exempt under ORS 279C.836 (7) or (8) section 2 (7) or (8) of 2005 Oregon Laws Chapter 360.
15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the bid bond accompanying the bid shall be forfeited, the proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and the work is re-advertised.
16. **Disclaimer of Responsibility.** Neither the County nor the Road Department Director will be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from the drawings, specifications, or other pre-bid documents, or be in doubt as to their meaning, he shall notify the County at least seven (7) calendar working days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications, which, if issued, will be hand delivered or sent by regular mail, email and fax to all prospective bidders receiving a set of such documents, not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become part of the Agreement.
17. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish. Licensing shall include without limitation registration with Construction Contractors Board and in the case of professional engineers and architects proof of current licensing with the appropriate State licensing board.

18. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
- a. Each Bid must be submitted on forms furnished by the County, and include a complete set of contract documents.
 - b. Each Bid must be signed by the bidder.
 - c. Bid security, in the required form and amount, must accompany each bid.
 - d. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
 - e. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Road Department Director at the time and place specified for bid opening.
 - f. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
 - g. A conditional bid will not be considered.
 - h. Any bid submitted without all of the pages of the bid documents, but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, shall be deemed to have been submitted with the missing pages for purposes of bid evaluation. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.
20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Road Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.

22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact Cody Smith, County Engineer, in writing at cody.smith@deschutes.org or 61150 SE 27th Street, Bend, Oregon 97702.
23. **Prequalification of Bidders.** Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430 and Deschutes County Code 12.52.020. The prequalification class is as shown in the Invitation to Bid. This contract is subject to ORS 279C.800 to 279C.870. The successful bidders and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468.710.
24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

BID PROPOSAL FORM

NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

BIDDER NAME

CCB#

ADDRESS

CITY

STATE

ZIP CODE

CONTACT NAME

CONTACT PHONE NUMBER

CONTACT EMAIL ADDRESS

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; and it is made without collusion with any official of Deschutes County, Oregon, hereinafter called County; and that the Proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that Bidder has carefully examined the contract documents; that Bidder is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this Proposal.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this Proposal. Bidder hereby states that Bidder will comply with ORS 279C.840.

Bidder declares that (check appropriate box):

Bidder is a resident bidder of the State of Oregon.

Bidder is a nonresident bidder from the State of _____.

Bidder declares that Bidder is not in violation of any tax laws of the State of Oregon and Deschutes County, including but not limited to those programs listed in ORS 305.380(4),

The Bidder further agrees that if this Proposal is accepted, Bidder will, within ten (10) calendar days after notification of acceptance, execute the contract with the County in the form of contract annexed hereto; and will, at the time of execution of the contract, deliver to the County the Performance and Payment Bonds (See Section 13 Information for Bidders) required herein; and will, to the extent of this Proposal, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Road Department Director.

Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property

damage. Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the County and fully complete the project according to the time schedule specially set forth in the contract documents.

Bidder further agrees to pay liquidated damages for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the contract and furnish the specified Performance and Payment Bond within ten (10) calendar days after receipt of notification of acceptance of Bidder's proposal, then, in that event, the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance and Payment Bonds (See Section 13 Information for Bidders) as specified in the contract documents. Bid security in the form of a certified check shall be subject to the same requirements as a bond.

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set hand this _____ day of _____, 2021.

SIGNATURE OF BIDDER

TITLE

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2021.

NAME OF CORPORATION

By: _____

Title: _____

Attest: _____

(SCHEDULE OF BID ITEMS TO FOLLOW)

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 00200 - Temporary Features and Appurtenances</u>						
001	00210	Mobilization	LS	1	\$	\$
002	00221	Temporary Work Zone Traffic Control, Complete	LS	1	\$	\$
003	00280	Check Dam, Type 3	EACH	2	\$	\$
004	00280	Sediment Barrier, Type 3	FOOT	400	\$	\$
005	00280	Erosion Control	LS	1	\$	\$
006	00290	Pollution Control Plan	LS	1	\$	\$
<u>Part 00300 - Roadwork</u>						
007	00305	Construction Survey Work	LS	1	\$	\$
008	00310	Removal Of Structures And Obstructions	LS	1	\$	\$
009	00320	Clearing And Grubbing	LS	1	\$	\$
010	00330	General Excavation	CUYD	6900	\$	\$
011	00331	24 Inch Subgrade Stabilization	SQYD	1000	\$	\$
012	00333	Aggregate Ditch Lining	SQYD	500	\$	\$
013	00370	Finishing Roadbeds	LS	1	\$	\$
014	00390	Loose Riprap, Class 50	TON	55	\$	\$
015	00390	Riprap Basins	EACH	4	\$	\$
<u>Part 00400 - Drainage and Sewers</u>						
016	00445	12 Inch Culvert Pipe, 5 Ft Depth	FOOT	156	\$	\$
017	00445	12 Inch Ductile Iron Pipe, 5 Ft Depth	FOOT	148	\$	\$
018	00490	Adjusting Boxes	EACH	1	\$	\$
<u>Part 00600 - Bases</u>						
019	00620	Cold Plane Pavement Removal, 2 Inches Deep	SQYD	3300	\$	\$
020	00641	Aggregate Base	TON	11200	\$	\$
021	00641	Aggregate Shoulders	TON	4000	\$	\$
022	00650	Full Depth Reclamation Base	SQYD	39000	\$	\$
023	00650	Portland Cement	TON	750	\$	\$
<u>Part 00700 - Wearing Surfaces</u>						
024	00744	Level 3, 1/2 Inch ACP Mixture	TON	12000	\$	\$
025	00749	Extra For Asphalt Approaches	EACH	34	\$	\$
<u>Part 00800 - Permanent Traffic Safety and Guidance Devices</u>						
026	00860	Longitudinal Pavement Markings - Paint	FOOT	58000	\$	\$
027	00867	Pavement Bar, Type AB	SQFT	108	\$	\$
<u>Part 00900 - Permanent traffic Control and Illumination Systems</u>						
028	00905	Remove And Reinstall Existing Signs	LS	1	\$	\$
029	00930	Perforated Steel Square Tube Slip Base Sign Supports	LS	1	\$	\$
030	00940	Signs, Standard Sheeting, Sheet Aluminum	SQFT	470	\$	\$

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 01000 - Right of Way Development and Control</u>						
031	01030	Permanent Seeding	ACRE	4	\$ _____	\$ _____
032	01050	Type 1 Fence	FOOT	4086	\$ _____	\$ _____
033	01050	Type 2 Fence	FOOT	3650	\$ _____	\$ _____
034	01050	CL-4R Chain Link Fence	FOOT	440	\$ _____	\$ _____
035	01050	4 Foot Single Gates	EACH	2	\$ _____	\$ _____
036	01050	16 Foot Single Gates	EACH	2	\$ _____	\$ _____
037	01070	Single Mailbox Supports	EACH	7	\$ _____	\$ _____
038	01070	Multiple Mailbox Supports	EACH	5	\$ _____	\$ _____
039	01070	Mailbox Concrete Collars	EACH	5	\$ _____	\$ _____

TOTAL BID: _____

FOR DESCHUTES COUNTY USE ONLY	ADD <u> </u> % FOR NON-RESIDENT BIDDER
	TOTAL BID _____

The Bidder acknowledges receipt of the following Addenda: (insert addenda numbers)

No.____ No.____ No.____ No.____ No.____ No.____ No.____ No.____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

Bid #: W66090 Bid Closing Date: May 26, 2021 Time: 2:00 P.M.

Name of Bidding Contractor: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours (4:00 p.m.) after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

	NAME	DOLLAR VALUE	CATEGORY OF WORK
1)	_____	\$ _____	_____
2)	_____	\$ _____	_____
3)	_____	\$ _____	_____
4)	_____	\$ _____	_____
5)	_____	\$ _____	_____
6)	_____	\$ _____	_____
7)	_____	\$ _____	_____
8)	_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by

Bidder name: _____

Contact name: _____ Phone number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ ,

hereinafter called the Principal, and _____

_____ ,

a corporation duly organized under the laws of the State of _____ ,

having its principal place of business at _____

_____ , in the State of _____ ,

and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the

County of Deschutes, hereinafter called the Obligee, in the penal sum of _____

_____ DOLLARS (\$ _____),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal is submitting a bid proposal for the NE NEGUS WAY & NE 17TH ST. IMPROVEMENT project hereby made a part hereof;

NOW THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the contract be awarded to said Principal, and if the said Principal shall execute the proposed contract and shall furnish the Performance and Payment Bond as required by the bidding and contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this _____ day of _____, 2021.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

CONTRACT
FOR
NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

THIS CONTRACT is made and entered into, in duplicate, this _____ day of _____, 2021, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereinafter called "County", and _____, an Oregon corporation, hereinafter called "Contractor."

WITNESSTH:

THAT the said Contractor, in consideration of the sums to be paid by the County in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the County, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

THAT the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the County, its agents or employees. It is expressly understood that the laws of the State of Oregon and the Ordinances of the County shall govern this Contract in all things.

THAT in consideration of the faithful performance of all of the obligations, general and special, herein set out, and in consideration of the faithful performance of the work as set forth in the Contract Documents in accordance with the directions and to the satisfaction of the Engineer, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed, and taking into consideration any amounts that may be deductible and under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable provisions.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written

CONTRACTOR

**BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON**

BY: _____

ANOTHONY DEBONE, CHAIR

TITLE: _____

PHIL CHANG, VICE CHAIR

DATE: _____

PATTI ADAIR, COMMISSIONER

ATTEST:

RECORDING SECRETARY

APPROVED AS TO CONTENT:

ROAD DEPARTMENT DIRECTOR

APPROVED AS TO FORM:

COUNTY LEGAL COUNSEL

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

“Principal”, and _____
(Name of Surety)

hereinafter called “Surety”, are held and firmly bound unto Deschutes County, Oregon

hereinafter called “Owner”, in the penal sum of _____

_____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

NOW THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to Surety and during the **two year guaranty period**, and if Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless Owner from all costs and damages which is may suffer by reason of failure to do so, and shall reimburse and repay Owner all outlay and expense which Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2021.

(SEAL)

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

(SEAL)

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Bond # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

“Principal”, and _____
(Name of Surety)

hereinafter called “Surety”, are held and firmly bound unto Deschutes County, Oregon

hereinafter called “Owner”, in the penal sum of _____

_____ Dollars, \$(_____)
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of
which is hereto attached and made a part hereof for the construction of:

NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized or modification thereof, including
all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such work, and
all insurance premiums on said work, and for all labor, performed in such work whether by
subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and Principal shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

(SEAL)

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

(SEAL)

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

SPECIAL PROVISIONS

PROJECT: NE NEGUS WAY & NE 17TH ST. IMPROVEMENT

PROJECT #: W66090

CONTRACTING AGENCY:




**ROAD
DEPARTMENT**

**61150 SE 27TH STREET
BEND, OREGON 97702
PHONE: (541) 388-6581
FAX: (541) 388-2719
WEB: www.deschutes.org/road**

NE Negus Way & NE 17th Street Improvement Project

Grading, Drainage, Paving & Signing
NE Negus Way & NE 17th Street
Deschutes County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature (Tai Imamura)</p>  <p>DIGITALLY SIGNED 2021.04.05 15:39:42-07'00' OREGON Taisei Imamura JANUARY 10, 2017</p> <p>RENEWS: 06-30-2021</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for All Work. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00280, 00290, 00305, 00310, 00320, 00330, 00331, 00333, 00350, 00390, 00405, 00445, 00470, 00490, 00620, 00641, 00650, 00730, 00744, 00749, 00850, 00860, 00867, 00905, 00920, 00930, 00940, 01030, 01050 and 01070</p>
<p>Date Signed: <u>04/05/2021</u></p>	

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the NE NEGUS WAY & NE 17TH ST. IMPROVEMENT project:

1. Install and maintain temporary traffic control.
2. Perform earthwork and drainage.
3. Perform cold-plane pavement removal.
4. Construct full-depth reclamation base.
5. Construct aggregate base and shoulders.
6. Construct asphalt concrete pavement.
7. Install fences and gates.
8. Install permanent signs and permanent pavement markings.
9. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

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

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

Copies of the Oregon Standard Specifications may be purchased or viewed online at

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx.

APPLICABLE RULES

The rules applicable to this contract are the Attorney General's Model Public Contract Rules, Chapter 137-046 and Chapter 137-049, as presently constituted and Deschutes County Code (DCC) Chapter 2.37. The provisions of DCC Chapter 2.37.150 are incorporated herein by reference. These provisions may be viewed at the following web address:

<http://www.co.deschutes.or.us/administration/page/deschutes-county-code>

CONTRACT TIME

The Contractor shall complete all Work to be done under the Contract not later than November 30, 2021

CLASS OF WORK

The Class of Work for this Project is Asphalt Concrete Paving and Oiling or Aggregate Bases.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.20 Definitions - Replace the definitions of the words and phrases list below with the following definitions :

Agency – County of Deschutes

Bid Booklet - The version that can be accessed and printed from the Deschutes County Bids and RFPs website, which contains the information identified in 00120.10.

Engineer - The Road Department Director of Deschutes County acting either directly or through his authorized representatives.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.00 Prequalification of Bidders – Replace the last paragraph with the following:

Deschutes County Road Department will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

00120.01 General Bidding Requirements - Replace this subsection with the following:

Bidders shall submit bids by paper.

The standard prequalification forms furnished by the ODOT Procurement Office shall be used by the bidder to file authorized signatures with Deschutes County Road Department. Signatures are of personnel authorized to submit Bids, modify Bids, or withdraw Bids.

00120.05 Request for Solicitation Documents – Replace this subsection with the following:

Bidders shall obtain solicitation documents from the Deschutes County Bids and RFPs website:

<https://www.deschutes.org/rfps>

Each request shall include both the name of the person ordering or obtaining the Solicitation Documents, and the name of the Entity intending to use them. The Agency will add the name of the Entity intending to use the Solicitation Documents to the list of Holders of Bidding Plans. Bidders are cautioned that only Solicitation Documents obtained properly from the Deschutes County website may be used to submit Bids.

Only paper Bids will be accepted.

Copies of the Oregon Standard Specifications may be purchased or viewed online at

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx.

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

NE NEGUS WAY & NE 17TH ST. IMPROVEMENT PROJECT
MARCH 2021

00120.10 Bid Booklet – Replace this subsection with the following:

The Bidding Documents Booklet may include, but is not limited to:

- Cover Page
- Index
- Invitation to Bid
- Information for Bidders
- Bid Proposal Form
- Schedule of Bid Items
- Subcontractor Disclosure Form
- Bid Guaranty Form
- Contract Form (for review only)
- Payment and Performance Bond Forms (for review only)

Depending on the Class of Project, other certificates or statements may be bound within the Bidding Documents Booklet. Plans, specifications, and other documents referred to in the Bidding Documents Booklet will be considered part of the Bid.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids
– Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site at:

<https://www.deschutes.org/rfps>

00120.40(a) (2) Electronic Bids – Delete this subsection.

00120.40(c) (2) Electronic Bid Schedule Entries – Delete this subsection.

00120.40 (d) Bidder's Address and Signature Pages – Replace this subsection with the following:

Bidders shall include in the Bid the address to which all communication concerning the Bid and Contract should be sent. The Bid shall be signed by a duly authorized representative of the Bidder.

00120.40(e) (2) Bid Guaranty with Electronic Bids – Delete this subsection.

00120.40(f) Disclosure of First-Tier Subcontractors – Under the paragraph “The Subcontractor Disclosure Form may be submitted for a paper Bid either,” replace the second bulleted item with the following:

- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Deschutes County Public Works Engineering and Construction Division at the address given in the Bid Booklet.

Delete the third bulleted item.

Delete the paragraph which begins “The Subcontractor Disclosure Form may be submitted for an electronic Bid either:”

Replace the paragraph that begins “Subcontractor Disclosure forms submitted by...” with the following:

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two working hours of the time designated for receiving Bids.

00120.45 Submittal of Bids – Replace this subsection with the following:

Bids shall be submitted in the manner and prior to the time listed in the Bidding Documents Booklet. Bids may be submitted by mail, parcel delivery service, or hand delivery. Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60(a) Paper Bids – Replace all references to “ODOT Procurement Office” with “Agency.”

Delete the third bullet point.

00120.60(b) Electronic Bids – Delete this subsection.

00120.70 Rejection of Nonresponsive Bids – Add the following bullet to the end of the bullet list:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 – AWARD AND EXECUTION

Comply with Section 00130 of the Standard Specifications modified as follows:

00130.10 Award of Contract – Replace the paragraph that begins “The Agency will provide Notice of Intent...” with the following:

The Agency will provide Notice of Intent to Award on the Agency’s website:

<https://www.deschutes.org/rfps>

Delete the paragraph that begins “The Award will not be final until...”

00130.15 Right to Protest Award – Replace this subsection with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Board of County Commissioners of Deschutes County a written protest of the Agency’s intent to Award within five working days following the Bid Opening. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder – In the sentence that begins “The successful Bidder...” replace “ODOT Procurement Office – Construction” with “Agency” and replace “15 Calendar Days” with “the requested amount of time”.

(b) By the Agency – In the sentence that begins “Within 7 Calendar Days...” replace “7” with “21 (twenty-one)”.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.05 Cooperative Arrangements – Replace this subsection with the following:

Agency is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins "In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Address, Email, and Phone Number
Lumen/Level 3	Todd Hurd 214 E. 24 th Street Vancouver, WA 98663 Todd.hurd@lumen.com 503-467-4622

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

The organizations list in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates and times:

Table 00150-2

Subsection	Utility	Contact Person's Name, Address, Email, and Phone Number	Estimated Completion Date
00150.50(g)(1)	Central Electric Coop	Cody Smith PO Box 846 Redmond, OR 97756 csmith@cec.coop 541-312-7752	During the project
00150.50(g)(2)	Central Oregon Irrigation District	Kelley Hamby 1055 SW Lake Ct Redmond, OR 97756 Khamby@coid.org 541-504-7585	June 1, 2021
00150.50(g)(3)	Bend Broadband	Jeff Hocker 63090 Sherman Rd Bend, OR 97703 Jeffery.hocker@tdstelecom.com 541-668-7273	During the project
00150.50(g)(4)	Century Link	Bob Watters 100 NW Kearney Ave Bend, OR 97703	During the project

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

(1) Central Electric Coop – “Power Supplier”:

The Contractor shall notify the Power Supplier, in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the line(s).

The Contractor shall notify the Power Supplier in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of clearing, grubbing and earthwork at Sta. 154+30 rt. for new power supplier pole location. Contractor shall coordinate with Power Supplier for final pole location and preparation of area. After the

Contractor has completed this Work the Contractor shall then allow the Power Supplier 14 Calendar Days to schedule and complete placement of the new pole.

The Contractor shall notify the Power Supplier in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of fencing removal and installation at power pole relocations. After the Contractor has completed this Work the Contractor shall then allow the Power Supplier 21 Calendar Days to schedule and complete the relocation and adjustment work.

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

The Contractor shall coordinate with the Power Supplier(s) to perform Work within 10 feet of the aerial power line the Power Supplier(s) cannot de energize the power facility.

(2) Central Oregon Irrigation District - "Irrigation District":

The Contractor shall notify the Irrigation Facility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Irrigation facilities.

The Contractor shall notify the Irrigation District in writing, with a copy to the Engineer, 7 Calendar Days before the Contractor is scheduled to begin performing removal of abandoned irrigation facilities (pipe and junction box) located at Sta 208+70. After the Irrigation Facility receives the notification, the Contractor shall then allow the Irrigation Facility 5 Calendar Days to confirm irrigation facilities have been abandoned before the Contractor begins performing removal of pipe and junction box.

The Contractor shall notify the Irrigation District in writing, with a copy to the Engineer, 7 Calendar Days before the Contractor is scheduled to adjust water valve box at Sta 208+65. The Contractor shall coordinate with the Irrigation District to acquire new valve box extension materials for final adjustment to finish grade.

(3) Bend Broadband - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of clearing, grubbing and earthwork for Power Supplier pole location at Sta. 154+30. After the Contractor has completed this Work and after new poles have been installed by power supplier, the joint user Telecommunication Utility has 30 Calendar Days to schedule and complete the relocation and adjustment work.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of fencing

at Power Supplier pole locations. After the Contractor has completed this Work and after new poles have been installed by power supplier, the joint user Telecommunication Utility has 30 Calendar Days to schedule and complete the relocation and adjustment work.

(4) CenturyLink - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of fencing removal and installation at telecommunication risers. After the Contractor has completed this Work the Contractor shall then allow the Telecommunication Utility 30 Calendar Days to schedule and complete the relocation and adjustment work.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of clearing, grubbing and earthwork for Power Supplier pole location at Sta. 154+30. After the Contractor has completed this Work and after new poles have been installed by power supplier, the joint user Telecommunication Utility has 30 Calendar Days to schedule and complete the relocation and adjustment work.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of fencing at Power Supplier pole locations. After the Contractor has completed this Work and after new poles have been installed by power supplier, the joint user Telecommunication Utility has 30 Calendar Days to schedule and complete the relocation and adjustment work.

The Contractor shall obtain written approval from the Telecommunication Utility for excavating or blasting within 10 feet of a buried fiber optic communications cable. The Telecommunication Utility may require an on-site safety representative at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning work.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.30 Agency-Furnished Materials – Add the following paragraph:

No Agency materials are being offered for use on this project. Contractor shall provide all required materials.

00160.40 Agency-Furnished Sources– Add the following paragraph:

No Agency sources are being offered for use on this project. Contractor shall provide all required materials.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.03 Testing by Agency – Delete this subsection.

00165.04 Costs of Testing – Delete this subsection.

00165.50(b)(1) Specification Materials – Delete the second sentence.

00165.10(a) Field-Tested Materials – Add the following sentence to the end of this subsection:

This is a Type D project.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

Add the following subsection:

00170.09 Debt Limitation - This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.

00170.65(b-1) Minimum Wage Rates – Replace the last two paragraphs in this subsection with the following:

The applicable prevailing wage rates for this project are the most recent version published by the Oregon Labor and Industries at the time the Project was initially advertised. The wage rates and can be found at the following website:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$5,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

(d) Additional Insured – Replace this subsection except for the subsection number and title with the following:

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the "Deschutes County, and its respective officers, agents, employees, and volunteers and the Deschutes County Board of Commissioners" as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Agency.

Add the following as Additional Insureds under the Contract:

- Deschutes County and its officers, agents, employees, and volunteers
- Deschutes County Board of Commissioners
- David Evans and Associates, Inc.

(g) Certificate(s) of Insurance - Replace this subsection except for the subsection number and title with the following:

As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List "Deschutes County and its officers, agents, employees, and volunteers and the Deschutes County Board of Commissioners and David Evans and Associates, Inc." as a Certificate holder and as an endorsed Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity and hold harmless to the Agency and the following:

- Deschutes County and its officers, agents, and employees

- Deschutes County Board of Commissioners
- David Evans and Associates, Inc.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Limited Duration Road Closure	00220.40(f)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than November 30, 2021.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(b) Retainage – Replace the first paragraph of this subsection with the following:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) - Delete this subsection.

00195.50(c-3) Bonds and Securities – Delete this subsection.

00195.50(d) Release of Retainage – Replace this subsection with the following:

As the Work progresses, release of the amounts retained under (b) above will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Replace the second and third paragraphs with the following:

If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim may then be resolved, in full or in part, at any of the three progressive steps of claim review procedure as set forth in (b) through (d) of this Subsection.

If the Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at any of the three progressive steps of claim review procedure as specified in (b) through (d) of this Subsection.

Delete the fifth paragraph.

00199.40(b-e) - Replace these subsections in their entirety with the following:

00199.40(b) Step 1: Board of Commissioners Review – The Contractor shall request that the Engineer arrange for a hearing during a regularly scheduled Board of Commissioners Meeting in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the Board of Commissioners determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the Engineer will prepare a Board meeting agenda item for a second hearing within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (c) and (d) below.

00199(c) Step 2: Arbitration - At this step, the claim will be resolved by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration service and rules as agreed by the parties.

Arbitration filing costs and any arbitrator's fees will be divided equally between the Agency and the Contractor.

00199(d) Step 3: Litigation – This step applies to appeals of arbitration awards issued in Step 2 at 00199.40(c) above, according to ORS 36.600 through ORS 36.740.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Lawsuits must be properly filed in a court of competent jurisdiction within 6 months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

The Contractor shall comply with 00170.00.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

00220.40(e-1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Friday between 7:00 a.m. and 6:00 p.m.

Add the following subsection:

00220.40(f) Road Closure - Except as indicated in 00220.40(e)(2), the Contractor will be permitted to close all Traffic Lanes on the following roadways for up to the indicated durations. Unless otherwise specified, the Contractor shall maintain access for local traffic, school busses, postal services, service providers and emergency services at all times:

- NE 17th Street from STA 227+50 to STA 229+83 for up to 2 consecutive calendar days to complete full depth construction and tie-in at O'Neil Highway. The roadway may be closed to all traffic. Maintain access to driveways within the

limits of the road closure. Direct local traffic to use alternative routes as shown or directed.

- NE 17th Street and NE Negus Way from STA 178+00 to STA 227+50 for up to 14 consecutive calendar days to complete full depth reclamation, full depth construction and base course paving.
- NE Negus Way from STA 116+66 to STA 178+00 for up to 14 consecutive calendar days to complete full depth reclamation and base course paving between STA 116+66 and STA 178+00. Contractor is not be permitted to begin full depth reclamation from STA 116+66 to 178+00 until base paving has been completed from STA 178+00 to STA 227+50.
- NE Negus Way from STA 115+50 to 116+66 for up to 2 consecutive calendar days to complete full depth construction of NE Negus Way. The roadway may be closed to all traffic. Direct local traffic to use alternative routes as shown or directed.
- NE Maple Avenue at the NE Negus Way intersection and NE Negus Way from STA 112+60 to STA 116+66 for up to 36 consecutive hours between Saturday at 7:00 p.m. and Monday at 7:00 a.m. to complete full depth construction from STA 112+60 and at the NE Maple Avenue and NE Negus Way intersection. The roadway may be closed to all traffic. In addition to work zone notifications required in 00220.03(b), coordinate closure with Deschutes County Negus Landfill, local property owners and Central Oregon Park and Recreation District 14 calendar days in advance. Direct local traffic to use alternative routes as shown or directed. Maintain access to driveways within the limits of the road closure.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06 Traffic Control Plans – Replace this subsection with the following:

The Contractor will develop a TCP according to 00221.06(a). Submit the following for approval 5 Calendar Days before the preconstruction conference:

- (a) **Contractor Modified Traffic Control Plan** – The contractor shall either utilize a modified Agency TCP, or a TCP developed by the Contractor, and provide stamped Working Drawing according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD, and the following:
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.

- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement – Add the following to the end of the bullet list:

- During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation, as shown.
- During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation at the following locations:
 - NE 11th Street
 - NE 13th Street
 - NE Walnut Ave
 - NE Yucca Ave (east side only)
- During pilot car operations, install a 12 by 12-inch "WAIT FOR PILOT CAR" (CR4-20a) sign in private residential driveways accessing the Highway within the limits of the pilot car operation. Place the sign in the driveway facing the private residence and so the sign face is not visible to Public Traffic on the Highway. Do not use the sign for apartments, condominiums or business accesses.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs

00222.45(b) Portable Changeable Message Signs - Add the following bullets to the end of this subsection:

- At least seven Calendar Days before road closures, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
(Road Name)	LOCAL
CLOSURE	TRAFFIC
(Date) - (Date)	ONLY

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing in tangent and curve sections except as below.
- Place and maintain one temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

- Control markers at:
 - 200 foot intervals on tangents
 - 50 foot intervals on curves
 - 40 foot intervals on curves with speed rider
- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the

- State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280
 - If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
 - Do not use explosives under water.
 - Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
 - Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
 - Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
 - Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
 - The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
 - If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
 - Do not cause a visible sediment plume in waters of the State or U.S.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Add the following to the end of this subsection:

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, establish Engineering Stationing at 50 foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.41 Removal Work – Add the following:

(f) Fence – Remove and salvage wood fence materials as shown or directed.

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00333 - AGGREGATE DITCH LINING

Section 00333, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00333.00 Scope - This Work consists of excavating ditches and furnishing and placing aggregate ditch lining at locations shown or directed.

Materials

00333.10 Aggregate Ditch Lining - Provide hard durable rock or gravel with a moisture binder of clay material that provides a tight, erosion-resistant surface meeting the following grading requirements:

Sieve Size Passing	Percentages (by Weight)
6"	100
4"	30 - 50
2"	20 - 30
No. 200	15 - 25

Construction

00333.40 General - Place the aggregate material to the lines and grades established and as shown.

Measurement

00333.80 Measurement - The quantities of aggregate ditch lining will be measured on the area basis of the actual surface area of the wetted perimeter of the lined ditch.

No separate measurement will be made for ditch excavation. Ditch excavation shall be incidental to aggregate ditch lining.

Payment

00333.90 Payment - The accepted quantities of aggregate ditch lining will be paid for at the Contract unit price, per square yard, for the item "Aggregate Ditch Lining".

Payment will be payment in full for furnishing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for ditch excavation.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.41(c) Grates, Frames, Covers and Fittings - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

00470.42 Precast Concrete Catch Basins and Inlets - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Add the following to the end of this subsection:

Materials required for raising the water valve box at STA 208+65 to match finish grade will be furnished by Central Oregon Irrigation District.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either $\frac{3}{4}$ " - 0 or 1" - 0 size.

SECTION 00650 – FULL DEPTH RECLAMATION BASE

Section 00650, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00650.00 Scope - This work consists of pulverizing the Existing Surfacing, aggregate base and shoulders to a width of 32 feet and depth of 10 inches, treating with Portland cement and water, mixing, and compacting to form a stabilized Course of base materials to the lines, grades, compacted thicknesses and Cross Section shown or directed.

00650.01 Abbreviations:

FDR: Full Depth Reclamation Base

00650.02 Definitions:

FDR - Mixture that has been compacted and finished according to 00650.45 and 00650.46.

Mixture - A combination of Processed Materials, cement, and water that have been homogeneously mixed together.

Processed Materials - Existing Surfacing Materials that have been pulverized.

00650.03 Subsurface Investigations - The Agency has cored the existing pavement surfacing and taken samples of the existing base/subbase material. Information is available according to 00120.25.

Materials

00650.10 Materials - Furnish materials meeting the following requirements:

Portland Cement	02010
Water	02020

00650.11 FDR Production Quality Control - Provide quality control according to Section 00165. Perform quality control sampling and testing according to the following:

- Gradation of Processed Materials - Perform AASHTO T27 once per control strip and according to 00650.42. Report results on ODOT form #734-1792.
- Cement Content of Mixture - Perform once per day of production according to 00650.43. Report results to the Engineer.
- Moisture Content of Mixture - Perform once per 2000 lane feet of production according to AASHTO T255 and 00650.44. Report AASHTO T255 results on ODOT form #734-1792. If a nuclear gauge is used to determine moisture content according to 00650.44, report results on ODOT form #734-1793b.
- Density of compacted Mixture - Perform 5 tests per 1000 linear feet of travel lane of production and according to 00650.45, in accordance with AASHTO T310. Report results on ODOT form #734-1793b.

00650.12 Acceptance of FDR Mixture – The Contractor's quality control tests will be used for acceptance of FDR.

Equipment

00650.20 Equipment - Provide equipment, machinery, and tools capable of constructing the FDR as specified.

00650.21 Reclaimers - Provide Equipment that is self-propelled and capable of pulverizing and uniformly mixing the Existing Surfacing Materials and cement to the depth shown. Reclaimers shall have a cutter drum equipped with replaceable tungsten carbide-tipped cutting teeth, and have both manual and automatic depth control capabilities.

00650.22 Cement Spreading Equipment - Provide calibrated and metered Equipment capable of uniformly spreading the cement at the established rate in either dry or slurry form. If the cement is added in slurry form, provide Equipment that is capable of recording and controlling the rate of flow and total amount of cement and water being added.

00650.23 Compacting Equipment – Provide self-propelled rollers and compactors capable of reversing without backlash. Rollers and compactors shall be a preapproved combination of tamping foot, grid, pneumatic-tire, steel-wheel, vibratory, and vibrating-plate compactor. Tamping foot rollers shall have a minimum gross static weight of 10 tons, or 25 ton pneumatic tire roller, Provide sufficient number of rollers and compactors capable of compacting the Mixture to the specified density according to 00650.45.

Labor

00650.30 Quality Control Personnel - Provide technicians having CEBT, CAgT, and CDT certifications.

Construction

00650.40 Season and Weather Limitations – The Contractor shall perform full depth reclamation between April 1 and November 1 unless otherwise specified in the contract documents.

Do not process for roadbed modification while the atmospheric temperature is below 35 degrees Fahrenheit, or when conditions indicate the temperature will fall below 35 degrees Fahrenheit for a sustained period of 4 hours within 24 hours after final compaction.

Do not proceed with pulverization operation when the temperature will not permit the processing operation to follow.

Remove and replace weather damaged FDR at no additional cost to the Agency.

Do not apply Portland cement in dry form during windy conditions.

00650.41 Control Strip - Construct a control strip at the beginning of Work for a distance of 500 feet. The purpose of the control strip is to determine that the specified gradation, cement content, moisture content, depth of mixing, target maximum dry density, and surface tolerances can be obtained. Perform testing according to 00650.11 once per control strip.

An additional control strip may be requested by the Engineer or the Contractor if the conditions, materials, and/or Equipment change during FDR production. Any control strips requested by the Contractor must be approved by the Engineer. Construct additional control strips for a distance of 100 feet.

Do not continue Work until the Engineer reviews and approves all control strip results.

00650.42 Processing Existing Surfacing Materials - Pulverize the Existing Surfacing Materials to the full depth of the FDR section shown such that the processed material, except Rock fragments, meets the following gradation requirements:

Sieve Size	Percent Passing by Weight	
	Min.	Max.
2"	100	
#4	55	
#200		25

Add aggregate base in areas of super-elevation and cross-slope correction, bring the surface to the grade and cross section shown prior to adding cement.

The Engineer may select additional areas to be sampled and tested by hand sieving. In areas determined by the Engineer to not be adequately pulverized, make an additional pass with the reclaimer at no additional cost to the Agency.

00650.43 Addition of Cement and Water – After pulverizing the Existing Surfacing Materials, uniformly apply cement in the longitudinal and transverse directions at a rate of 3.0 to 5.0% as directed by the Engineer. The target cement content is estimated to be 4.0%. Determine the percentage of Portland cement by the dry weights of the processed material and Portland cement. Discontinue using any equipment or method which results in variable cement distribution or in excessive loss or displacement of the cement.

Do not distribute cement by blade graders or similar equipment.

Do not allow equipment, except that used for watering and for applying and mixing the cement, to pass over spread cement until after it is mixed into the Processed Materials. If applied in slurry form, mix and completely disperse the cement in the water and continuously agitate the slurry once mixed.

Provide a means acceptable to the Engineer of verifying that the specified amounts of cement are being incorporated into the Mixture at the frequency listed in 00650.11 and at the request of the Engineer.

Add sufficient water during the processing or mixing operations to bring the moisture content to within a tolerance of minus 1% to plus 3% of the optimum moisture content, estimated to be 13.0%. Continue to maintain this moisture content until the mixing operation is complete. Apply water, if needed, through the reclaimer or with water trucks equipped to distribute water evenly at a controlled rate. The amount of necessary water may be adjusted by the Engineer based upon visual evaluation of the processed material.

If cement is applied as a slurry, apply to the processed material within 30 minutes from first contact of cement with water. Disperse the slurry uniformly and in a manner that will not allow the material to pool or run off.

00650.44 Mixing - Using a reclaimer, begin the initial mixing of the cement, water, and Processed Materials within 30 minutes after the application of the cement to the surface. Continue mixing until the Mixture is homogeneous and uniform for the specified compacted depth within a tolerance of +/- .04 foot.

Provide a means acceptable to the Engineer of verifying the depth of mixing if any changes in equipment or procedure occur, and as directed. If mixing adjacent to previously constructed FDR, ensure the continuity of the Course of FDR through the constructed joints by mixing a minimum of 6 inches into the previously constructed FDR longitudinally and a minimum of 2 feet transversely.

After mixing, perform moisture content testing according to AASHTO T255 and 00650.11. Moisture content testing using a nuclear gauge in backscatter mode is acceptable as long as the gauge being used has been correlated to the results of AASHTO T255. If necessary, aerate or add water to the Mixture until the optimum moisture content tolerances according to 00650.43 can be achieved.

00650.45 Compaction and Finishing:

- (a) Compaction Test Strip** - Construct a compaction test strip, approximately 100 feet long, to establish the target maximum density at the beginning of each day's production. Immediately provide density results for the completed test strip to the

Engineer. At the discretion of the Engineer, perform an additional compaction test strip to update the target maximum dry density. During the compaction test strip evaluation, FDR production may continue as long as the requirements of this Section are met.

- (b) General** - Immediately after the mixing has been completed, spread the Mixture to the specified line, grade and cross-section and compact as specified. The contractor shall perform initial rolling with a tamping foot roller until the roller pads walk out of the reclaimed mix. Shaping to achieve planned profile and cross slope, should cut deep enough to remove the tamping foot roller marks. Repeated reclaiming and rolling may be required within two calendar days after the initial mixing, processing and rolling to achieve the target density on the completed in-place recycled surface. The Contractor shall discontinue any type of rolling that result in cracking, movement, or other types of distress until such time that the problem can be resolved. Compact the Mixture until a minimum of 95% of the target maximum dry density is achieved according to this Subsection or, at the discretion of the Engineer, until further compaction cannot be obtained with additional roller passes. The relative maximum dry density is estimated to be 103.0 pounds per cubic foot.

Do not leave Mixture that has not been compacted and finished undisturbed for longer than 30 minutes. Compact and finish within 2 hours after cement is mixed into the existing, processed material. Maintain the surface of the Mixture at the proper grade and cross section shown during compaction. Lightly water the compacted surface to maintain the optimum moisture content until the surface can be sealed according to 00650.47.

Immediately suspend compaction efforts if the Mixture begins to yield, deflect, pump, or crack. Unless otherwise directed by the Engineer, do not resume compaction until the cause of deflection has been identified and corrected at no additional cost to the Agency. Correction may include reworking the deflecting areas.

00650.46 Surface Finish - Finish the surface within the following tolerances:

- (a) Tolerance in Thickness** - Break up and reconstruct compacted areas which are not within -0.5 to +2.0 inches of the specified thickness at no additional cost to the Agency.
- (b) Surface Tolerance** - Finish the FDR to within +/- 0.04 foot of the grade and cross section shown.

The finished surface of the FDR, when tested with a 12 foot straightedge, shall not vary from the testing edge by more than 0.04 foot at any point. Furnish and operate the straightedge as directed.

Excess FDR material remaining after finish grading shall be windrowed onto the gravel shoulder area for use as reclaimed aggregate shoulder material. The reclaimed shoulder material shall be spread uniformly throughout the project as directed by the Engineer.

00650.47 Curing – After completion of the final compaction and grading of the FDR base, seal the surface for curing with CSS-1 asphalt cement at a uniform application rate of 0.20-0.25 gallons per square yard to create a sealing membrane. Apply the CSS-1 as soon as possible, but not later than 4 hours after mixing the reclaimed material with cement slurry. The FDR base surface shall be free of all loose and extraneous materials and contain sufficient moisture to prevent excessive penetration of the asphalt cement prior to applying the CSS-1. FDR base curing seal coat work shall also comply with the requirements of Section 00730.

Apply sand cover immediately after application of the asphalt cement sufficient to prevent pickup of the sealant by vehicles and equipment. Sand shall be crushed or uncrushed Rock free of Clay, loam or other harmful substances and suitable for the purpose intended.

Allow finished FDR base to cure for a minimum of 36 hours before proof roll and paving.

00650.48 Maintenance Under Traffic – Completed portions of FDR base may be opened to low-speed local traffic and construction equipment provided the FDR is sufficiently stable and cured to withstand marring or permanent deformation. The Contractor shall maintain access for local traffic during road closures.

00650.49 Longitudinal Joints – Where the vertical difference at the centerline longitudinal joint is greater than 2 inches after pulverizing a single lane, pulverize the full width of the area to the same elevation.

Provide warning signs and markings according to Sections 00222 and 00225 where abrupt or sloped edge drop-offs 1 inch or more in height occur.

Maintenance

00650.60 Protection of FDR and Paving Preparation – Before beginning paving operations, replace any part of the FDR damaged by traffic or any other causes according to 00170.80

Proof roll the FDR base under the observation of the Engineer. Areas exhibiting deflection, reaction or pumping shall be repaired. Replace damaged FDR to the full depth shown using FDR or Plant Mixed Cement Treated Base (CTB). Replacement depth shall be the design depth of the FDR. No Skin patches will be allowed.

Sweep the FDR base surface to remove dust, debris and loose sand, prior to paving.

Measurement

00650.80 Measurement - The quantities of Work performed under the Section will be measured as follows:

- (a) FDR** - The quantities of FDR will be measured on the area basis along the finished surface area. Measurement will be limited to the Neat Lines shown unless changes are ordered in writing by the Engineer.

(b) Portland cement - Portland cement will be measured on the dry weight basis. Packaged materials will be accepted at the net weight shown by the manufacturer, subject to periodic verification and approval.

(c) Water - No separate measurement will be made for water.

(d) Emulsified Asphalt Seal Coat - No separate measurement will be made for Emulsified Asphalt Seal Coat used for curing the FDR.

(e) Aggregate Base - Aggregate base for super-elevation and cross-slope correction will be measured according to 00641.80.

Payment

00650.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Full Depth Reclamation Base.....	Square Yard
(b) Portland Cement in FDR.....	Ton

Item (a) includes pulverizing Existing Surfacing Materials, required overlaps according to 00650.44, mixing in water and cement, compaction, installing Emulsified Asphalt Seal Coat, and finishing in preparation for paving.

Payment will be payment in full for furnishing and placing all Materials, including water, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for constructing overlaps according to 00650.44.

Aggregate base for super-elevation and cross-slope correction will be paid for according to 00641.90.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 5 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.10(a) New Coarse and Fine Aggregates – Replace the last paragraph of this subsection with the following:

Test Aggregates for soundness, durability, and harmful substances at no additional cost to the Agency.

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 58-34 grade asphalt cement for this Project.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Slip Base Sign Supports	6 cu. yd.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	
Perforated Steel Square Tube Slip Base Sign Supports	1,000

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(c) Pure Live Seed - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this information to find the percentage, by weight, of each seed species is in 1 pound for the pre-blended mix.

- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Permanent Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Pseudoroegneria spicata (Bluebunch Wheatgrass)	16
Festuca idahoensis Elmer (Idaho Fescue)	8
Elymus elymoides (BottleBrush Squirreltail)	8
Poa secunda (Sandberg Bluegrass)	1.6
Achillea Millefolium (Western Yarrow)	1.6
Dalea ornata (Western Prairie Clover)	1.6

* Oregon Certified Seed

01030.13(g) Availability - Add the following sentence to the end of this subsection:

Submit the seed and seed mixes to be used on the project according to 00150.37.

01030.40 General - Add the following sentence after the sentence beginning "Notify the Agency...":

Notify the Agency of the acreage to be seeded at least 7 Days before seeding begins.

Add the following subsection:

01030.43(c) Seed Application Rates - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

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