BIDDIN	NG DOCUMENTS
PROJECT:	PAVING OF COTTONWOOD RD: US 97 TO BNSF RR
PROJECT #:	W66113
BID OPENING:	WEDNESDAY, AUGUST 4, 2021
COMPLETION DATE:	NOVEMBER 19, 2021
	CONTRACTING AGENCY:



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



BIDDING DOCUMENTS

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

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DESCRIPTION OF PARTS OF BIDDING DOCUMENTS WHICH ARE NOT BOUND HEREIN:

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 PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

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 August 4, 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 Paving, Delineation and Other Work. The value for this Contract is estimated to be between \$500,000 and \$750,000. The Work will consists of, but not be limited to, the following:

- Install and maintain temporary traffic control
- Perform asphalt concrete shoulder widening
- Perform cold plane pavement removal from roadway, bridge deck (Bridge No. 17C550) and approaches, as appropriate
- Construct new asphalt concrete pavement
- Place aggregate shoulders
- Install recessed pavement markers 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 <u>http://www.deschutes.org/rfps</u>. Inquiries pertaining to these specifications shall be directed to Cody Smith, County Engineer, in writing at <u>Cody.Smith@deschutes.org</u> 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 PAVING OF COTTONWOOD RD: US 97 TO BNSF RR" 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 August 4, 2021 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - PAVING OF COTTONWOOD RD: US 97 TO BNSF RR" prior to 4:00 p.m. on August 4, 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: July 21, 2021 THE BEND BULLETIN: July 21, 2021

INFORMATION FOR BIDDERS

- 1. <u>General Description of Project.</u> 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. <u>Contract Documents.</u> 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.** <u>Form of Proposals.</u> All proposals must be submitted on the forms furnished. Subcontractor disclosure form may be submitted with the bid or in a separate envelope.
- 4. <u>Substitutions.</u> 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 guarantees the substituted article or materials to be equal or better than the specified.
- 5. <u>Preparation of Proposals.</u> 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. <u>Submission of Proposals.</u> 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. <u>Modification or Withdrawal of Proposal.</u> 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.

- Disclosure of First Tier Subcontractors. 8. 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 be submitted separate sealed envelope marked mav in а "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.
- 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. <u>Bid Security.</u> 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.** <u>Conditions of Work.</u> 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. <u>Award of Contract</u>. 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. <u>Payment and Retainage.</u> 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. <u>Performance Bond and Payment Bond.</u> 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. <u>Required Public Works Bond.</u> 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 5279C.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.** <u>Disclaimer of Responsibility.</u> 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. <u>Permits and Licenses.</u> 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.** <u>Minimum Requirements of Bid.</u> 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.** <u>**Plans.**</u> 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.** <u>Specifications</u>. 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. <u>Examination of Site and Conditions</u>. 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.

 Pre-Bid Inquiries. Bidders with pre-bid inquires shall contact Cody Smith, County Engineer, in writing at <u>cody.smith@deschutes.org</u> or 61150 SE 27th Street, Bend, Oregon 97702.

23. <u>Prequalification of Bidders</u>.

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. <u>Contract Award</u>. 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.** <u>**Bidder Statement.</u>** 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.</u>

BID PROPOSAL FORM

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

BIDDER NAME			CCB#
ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME	CONTACT PHONE NU	JMBER	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)

B2 – BID PROPOSAL FORM

F

ITEM	SPEC	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
NO.	SECTION					
		Part 00200 - Temporary Features and Appurtenances				
001	00210	Mobilization	LS	1	\$	\$
002	00221	Temporary Protection And Direction Of Traffic	LS	1	\$	\$
003	00222	Temporary Signs	SQFT	144	\$	\$
004	00222	Portable Changeable Message Signs	EACH	2	\$	\$
005	00223	Flaggers	HOUR	300	\$	\$
006	00223	Pilot Cars	HOUR	100	\$	\$
		Part 00300 - Roadwork				
007	00330	General Excavation	CUYD	125	\$	\$
		<u>Part 00600 - Bases</u>				
008	00620	Cold Plane Pavement Removal, 2 - 4 Inches Deep	SQYD	24,206	\$	\$
009	00640	Aggreagate Base	TON	22	\$	\$
010	00640	Aggregate Shoulders	TON	84	\$	\$
		Part 00700 - Wearing Surfaces				
011	00744	Level 3, 1/2 Inch ACP Mixture	TON	4,222	\$	\$
012	00749	Extra For Asphalt Approaches	EACH	1	\$	\$
		Part 00800 - Permanent Traffic Safety and Guidance D	evices			
013	00840	Delineators, Type 1	EACH	84	\$	\$
014	00855	Bi-Directional Yellow Type 1AR Markers, Recessed	EACH	229	\$	\$
015	00860	Longitudinal Pavement Markings - Paint	FOOT	33,766	\$	\$
					TOTAL BID:	
FOR DE	SCHUTES C	OUNTY USE ONLY				
		ADI	D <u>%</u> F	OR NON-RE	SIDENT BIDDER	
					TOTAL BID	

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

No.____ No.___

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

Bid #: W66113 Bid Closing Date: August 4, 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 PAVING OF COTTONWOOD RD: US 97 TO BNSF RR 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
Ву:	Ву:
Title:	Title:

CONTRACT

FOR

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

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:	ANTHONY 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)

, 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:

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

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 quaranty 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: <u>Corporation</u>	Secretary	
(SEAL)	SURETY: [Add signatures for each BY ATTORNEY-IN: [Power-of-Attorney must	-FACT:	
	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)

(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:

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR

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 instrum	nent is executed in two counterpa	rts, 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 BY ATTORNEY-IN- [Power-of-Attorney must	FACT:	
	Name		
	Signature		
	Address		
	City	State	Zip
	Phone	Fax	

SPECIAL PROVISIONS

PAVING OF COTTONWOOD RD: US 97 TO BNSF RR PROJECT:

PROJECT #: W66113

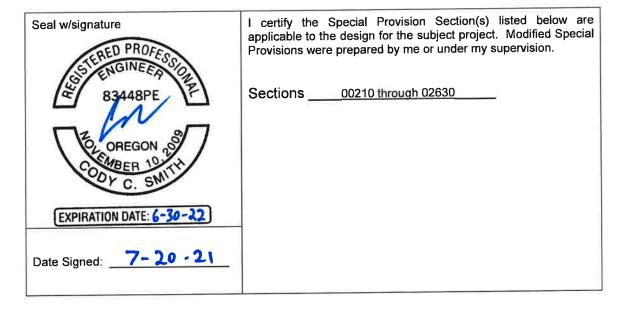
CONTRACTING AGENCY:





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

PROFESSIONAL OF RECORD CERTIFICATION:



SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the PAVING OF COTTONWOOD RD: US 97 TO BNSF RR project:

- 1. Install and maintain temporary traffic control.
- 2. Perform asphalt concrete shoulder widening.
- 3. Perform cold plane pavement removal on roadway, bridge deck (Bridge No. 17C550) and approaches, as appropriate.
- 4. Construct new asphalt concrete pavement.
- 5. Place aggregate shoulders.
- 6. Install recessed pavement markers and permanent pavement markings.
- 7. 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 19, 2021.

CLASS OF WORK

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

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, are bound herewithin.

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:

• Provide copies of plans and specifications.

- Evaluate grade for acceptance at each course of material.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.

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

The Contractor shall:

- Layout and set construction stakes and marks to establish the lines, grades, Slopes, Cross Sections and curve super-elevations for Roadwork to construct the Project as shown and specified, by means approved by the Engineer.
- Make calculations, field notes and survey drawings for the layout and control of work as are necessary to construct the Project as specified.
- Provide original or copies of notes, calculations and drawings as requested.
- Preserve survey monuments and control stations as governed by applicable law.
- Establish control stations as necessary to control the Project.
- Replace and augment control stations as necessary to control the Project.
- Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.

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

00150.50(f) Utility Information:

There are no anticipated conflicts with Utilities. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

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	\$1,000,000	\$2,000,000
Commercial Automobile Liability	y \$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

(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" 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 noncontributory 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

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
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
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 19, 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/deescalation, 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 bullet to the end of the bullet list:

• 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.

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.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

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:

- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings.
- 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.
- 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.
- At accesses, side roads, or residential driveways where "WAIT FOR PILOT CAR" (CR4-20) signs are installed, do not allow traffic to be stopped or held for longer than 20 minutes.

00222.80(a) Area Basis - Add the following to the end of the paragraph that begins "Temporary signs will...":

No measurement of quantities will be made for "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

No measurement of quantities will be made for "WAIT FOR PILOT CAR" (CR4-20) or (CR4-20a) signs.

00222.90 Payment - Add the following to the end of the paragraph that begins "No separate or...":

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs. Payment will be included in 00221.90(b).

No separate or additional payment will be made for furnishing, installing, and maintaining "WAIT FOR PILOT CAR" (CR4-20) or (CR4-20a) signs. Payment will be included in 00221.90(b).

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 modified as follows:

00224.80 Measurement – Replace this section, except for the subsection number and title, with the following:

No measurement will be made for work performed under this section.

00224.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

Work performed under this section will be paid for according to 00221.90(b).

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

00225.80 Measurement – Replace this section, except for the subsection number and title, with the following:

No measurement will be made for work performed under this section.

00225.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

Work performed under this section will be paid for according to 00221.90(b).

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.32 Noise Control – Add the following bullet:

• All construction operations shall be performed between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday unless otherwise approved by the Engineer.

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).

00330.91(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 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 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.10 Materials – Add the following to the end of this subsection:

Aggregate Base and Shoulder Aggregate shall conform with the requirements of Section 02630.

00640.90 Payment – Add the following to the end of this subsection:

Item (b) will include aggregates required for asphalt approaches.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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 6 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 in 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.

00744.23 Pavers – Replace the bullet that begins with "Provides the specified..." with the following:

• Provides the specified results through mechanical sensors and sensor-directed devices actuated from independent line and grade control references over an array with a minimum length of 35 feet.

00744.43(b) Depositing – Add the following to this subsection:

ACP shall be windrowed. Pick-up equipment shall be used that is:

- Capable of picking up substantially all of the ACP deposited on the roadway.
- Self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed pavement.

00744.44(a)(2) Wearing Course – Add the following paragraph to the end of this subsection:

Construct the longitudinal joint between wearing course panels 12 inches from the roadway centerline.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.40(c) Projects Without Striping Plans – Replace the first paragraph of this subsection with the following:

Install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items, except in areas with existing narrow double no-pass centerline striping install double no-pass centerline striping. Make additional changes to the centerline striping as directed by the Engineer.

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

• Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

• Place material according to the manufacturer's installation instructions.

SECTION 00855 - PAVEMENT MARKERS

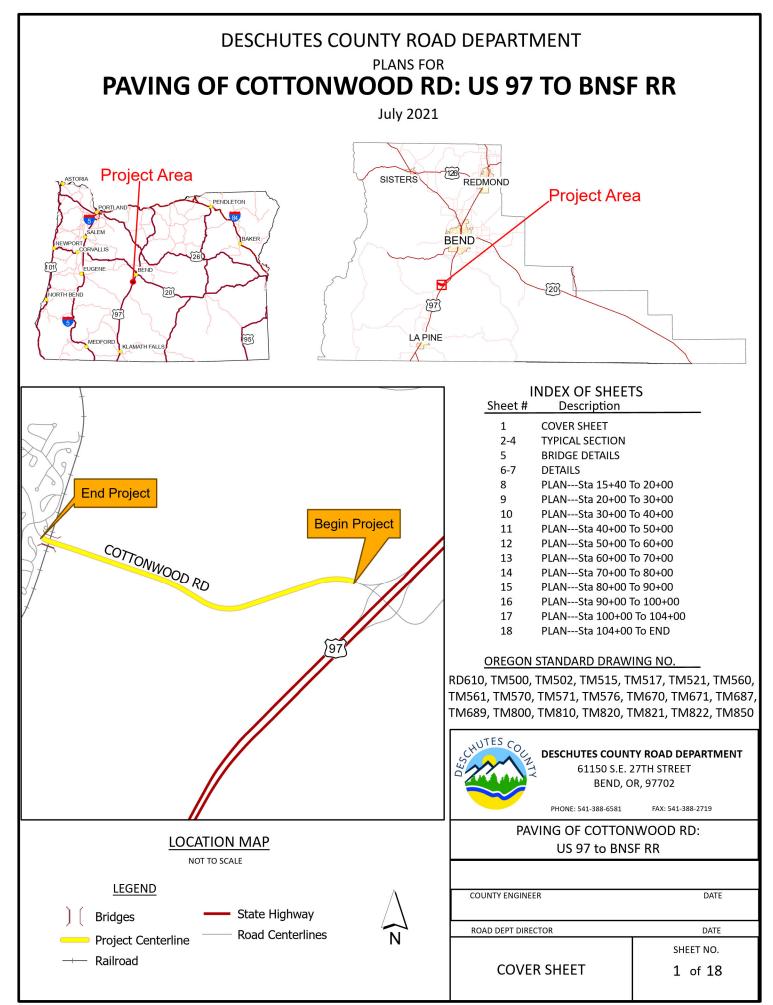
Comply with Section 00855 of the Standard Specifications.

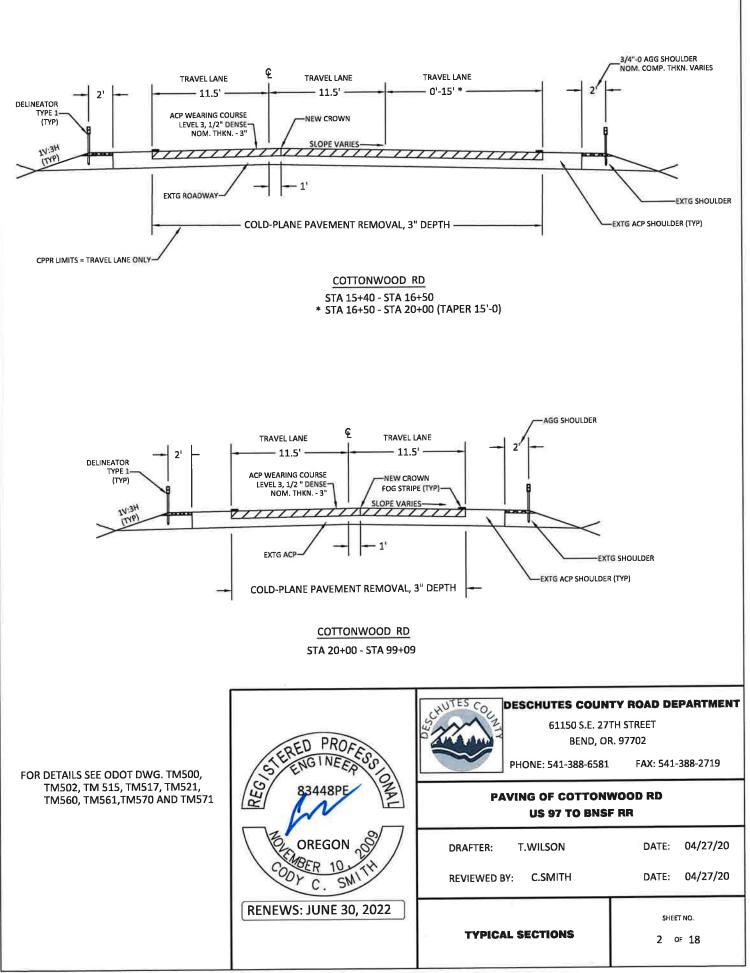
SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

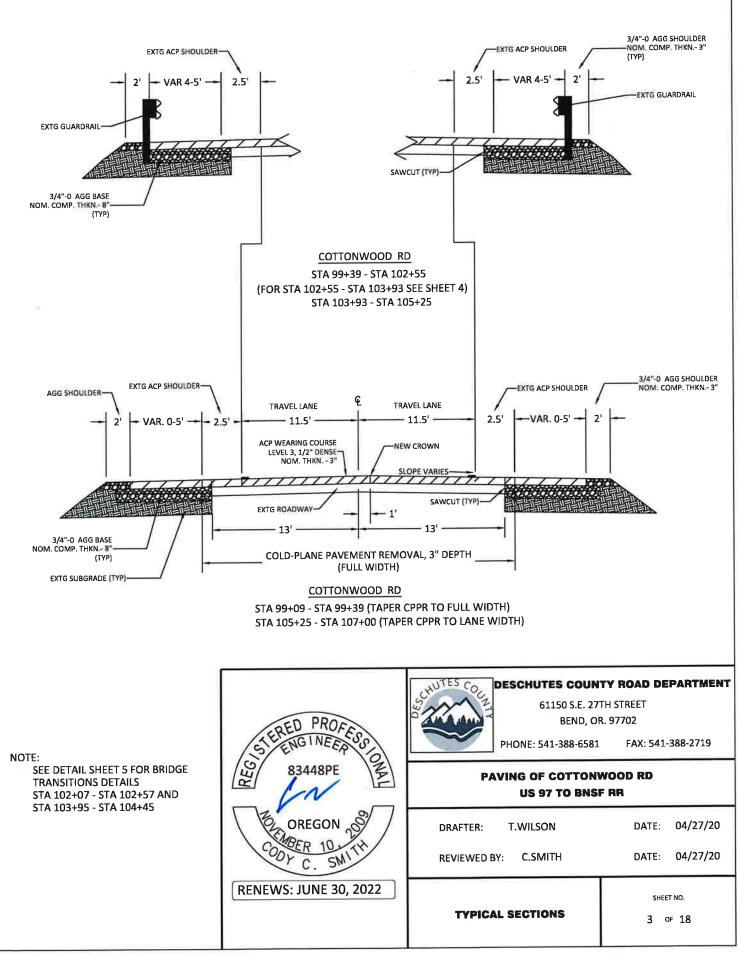
SECTION 02630 – BASE AGGREGATE

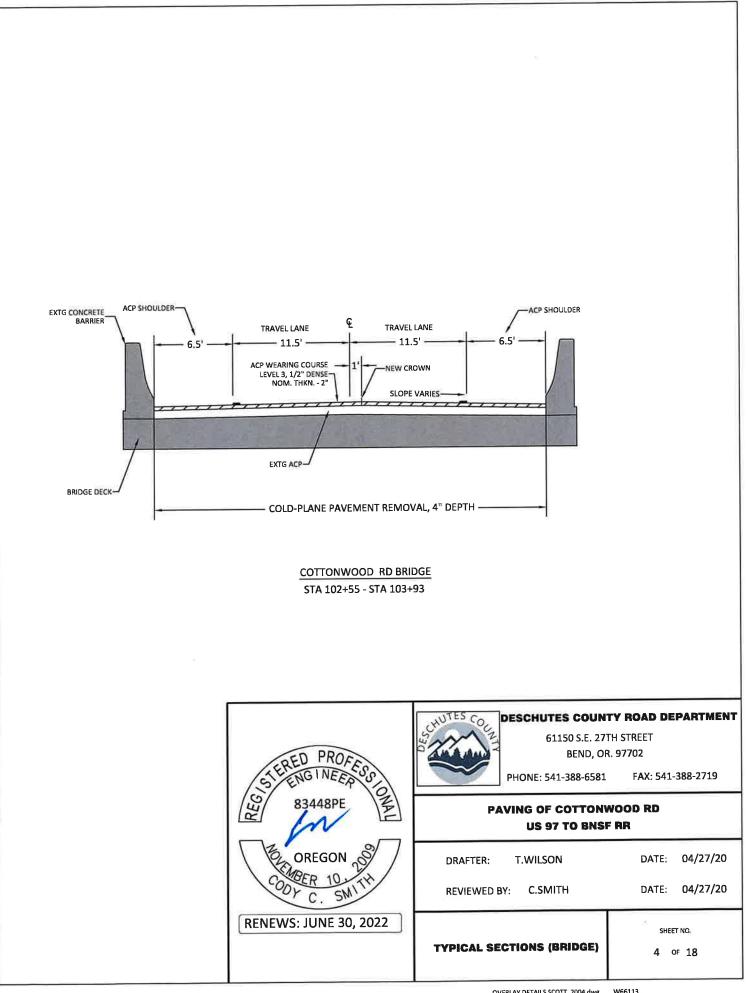
Comply with Section 02630 of the Standard Specifications.



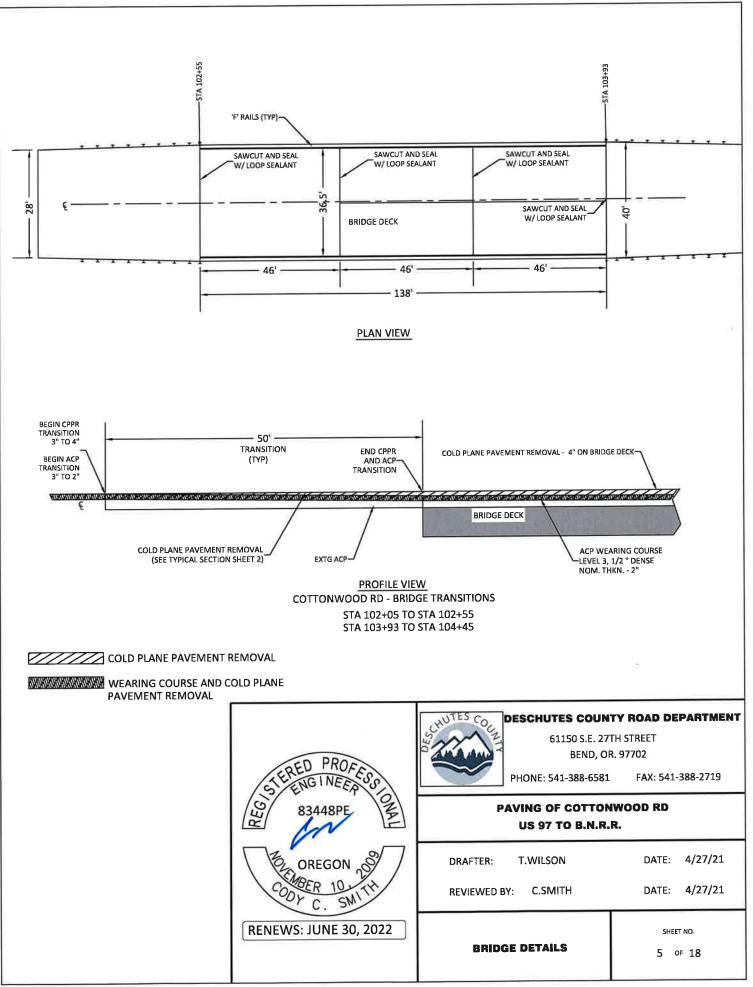


OVERLAY DETAILS SCOTT_2004.dwg W66113

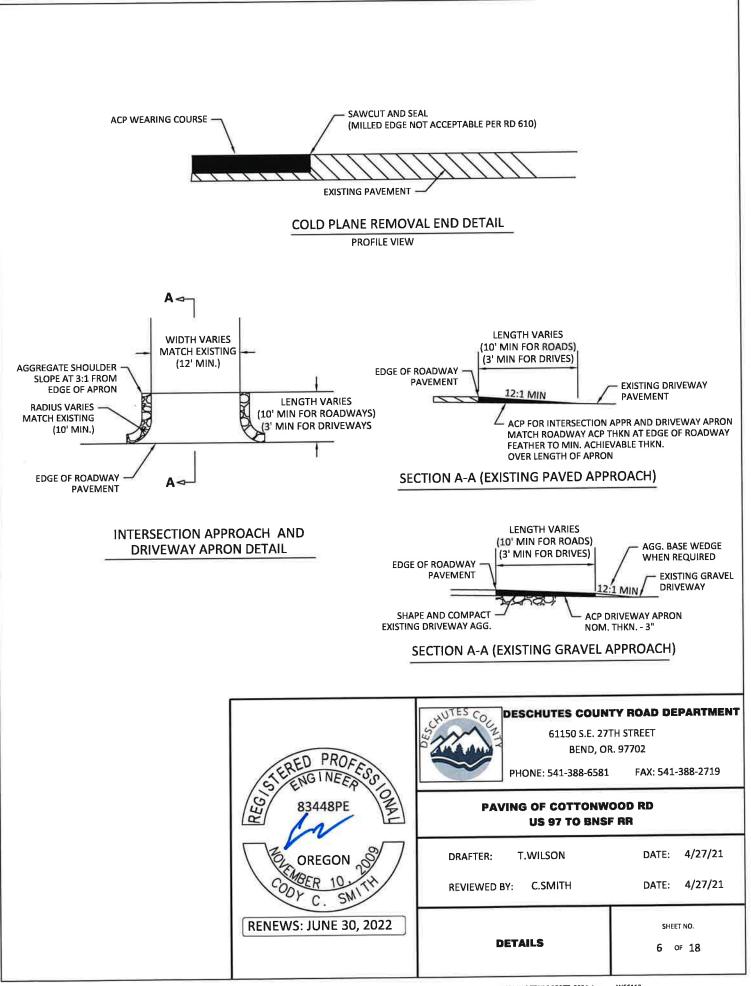




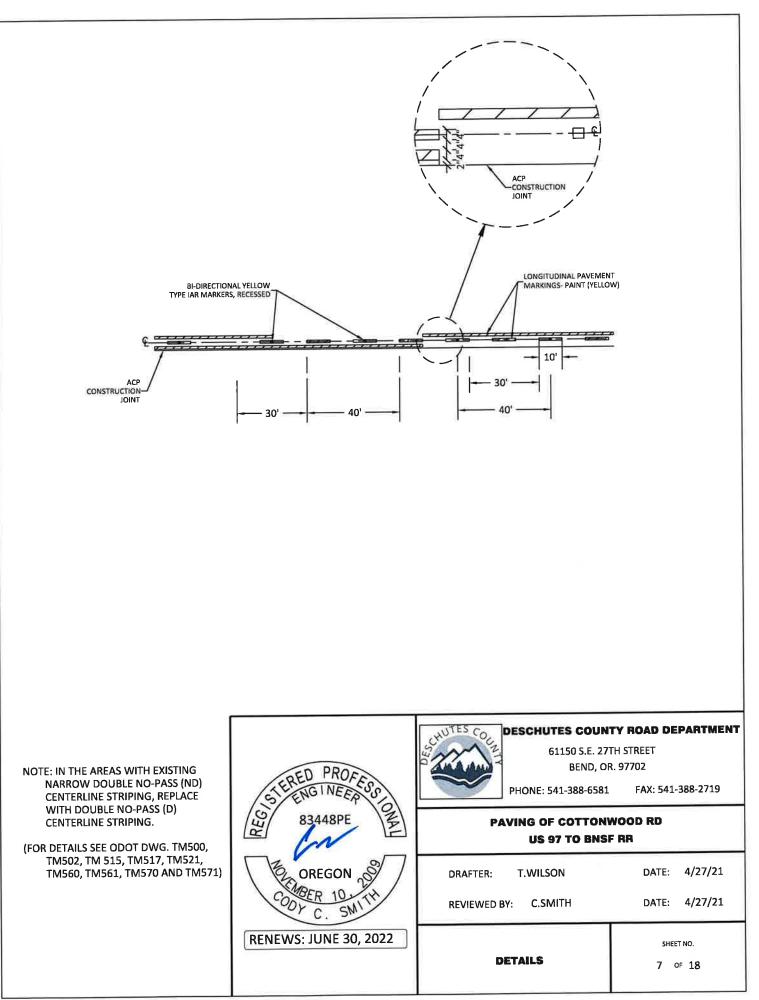
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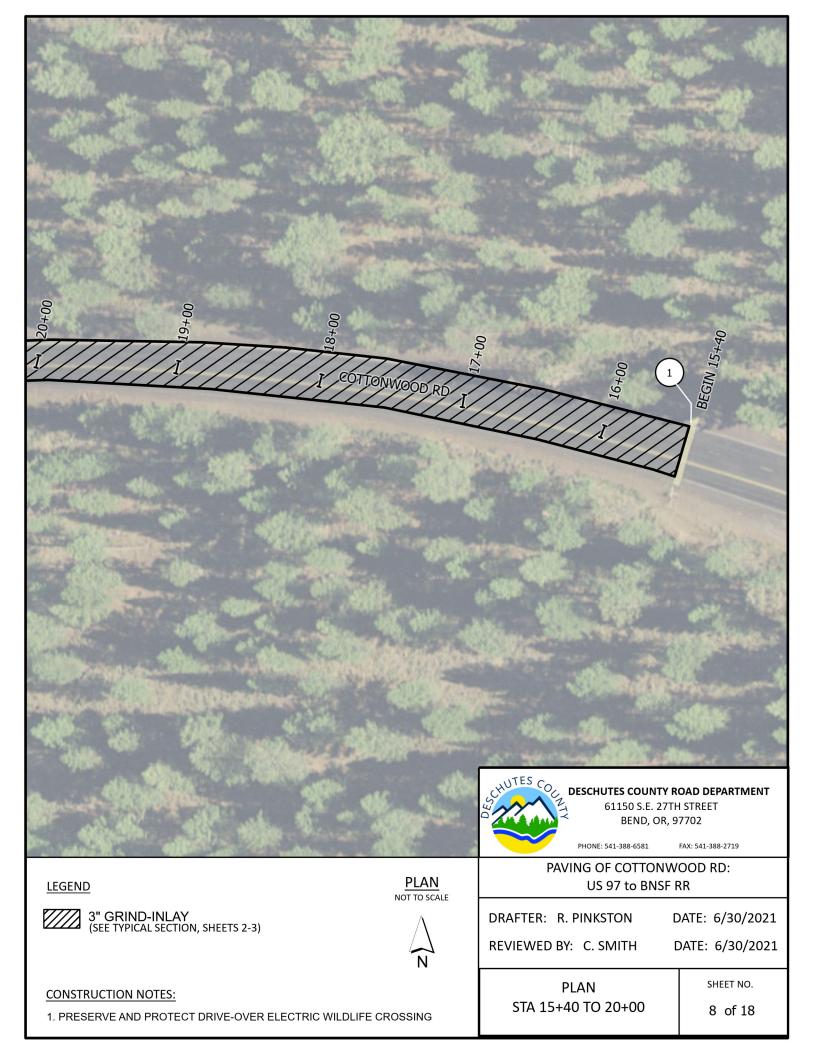


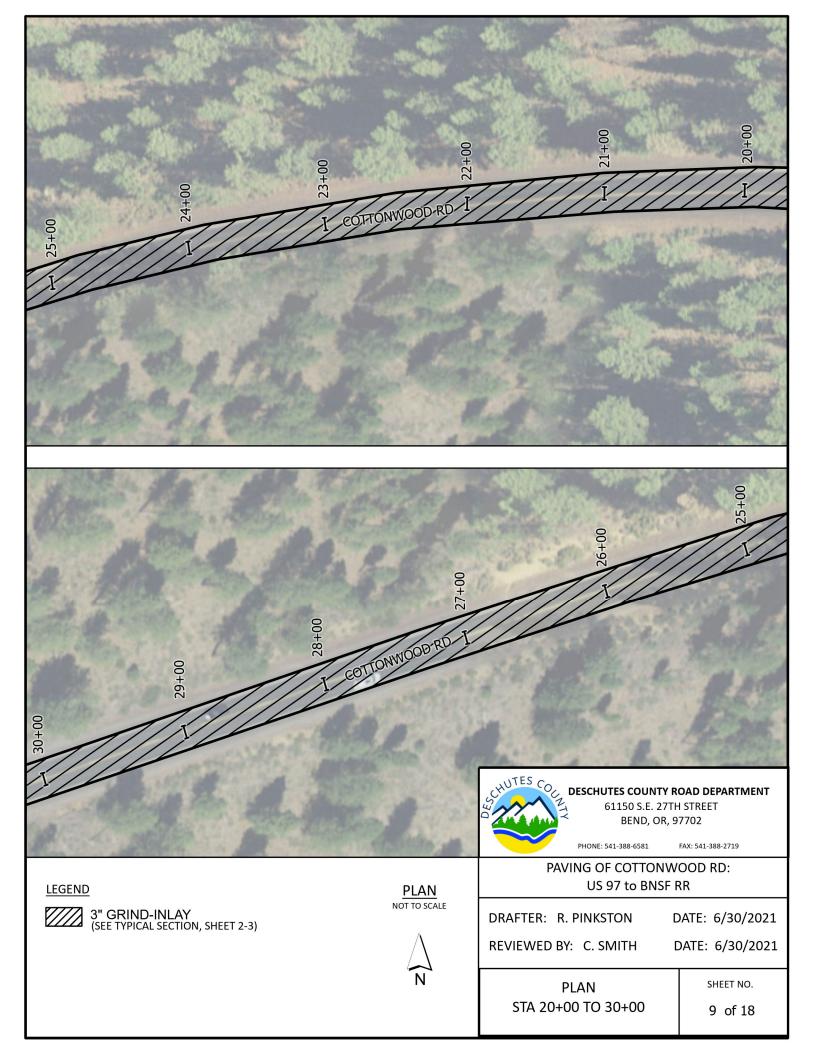
OVERLAY DETAILS SCOTT_2004.dwg W66113

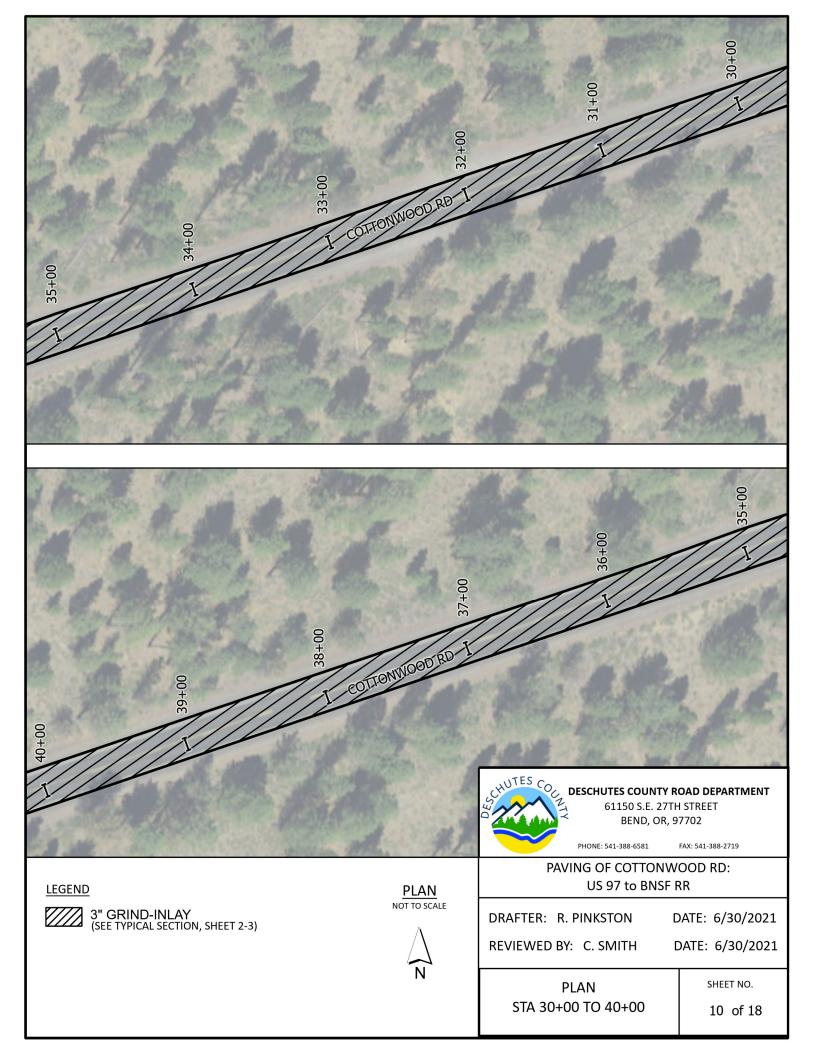


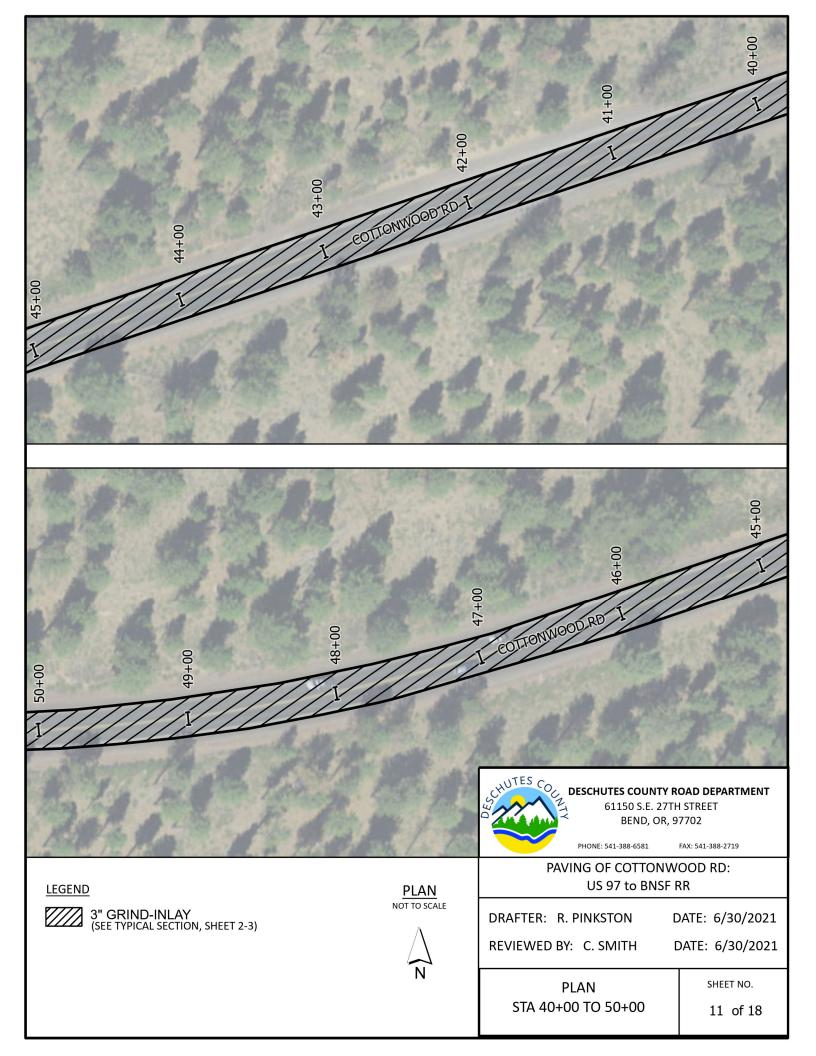
OVERLAY DETAILS SCOTT_2004 dwg W66113

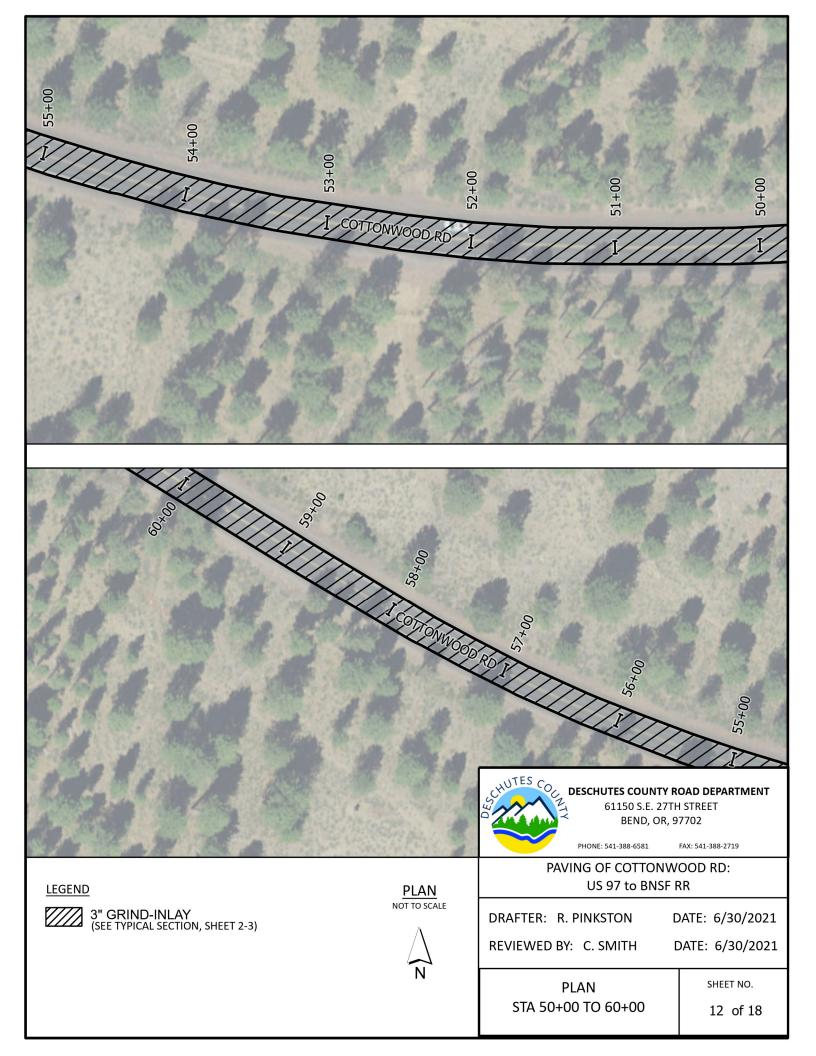


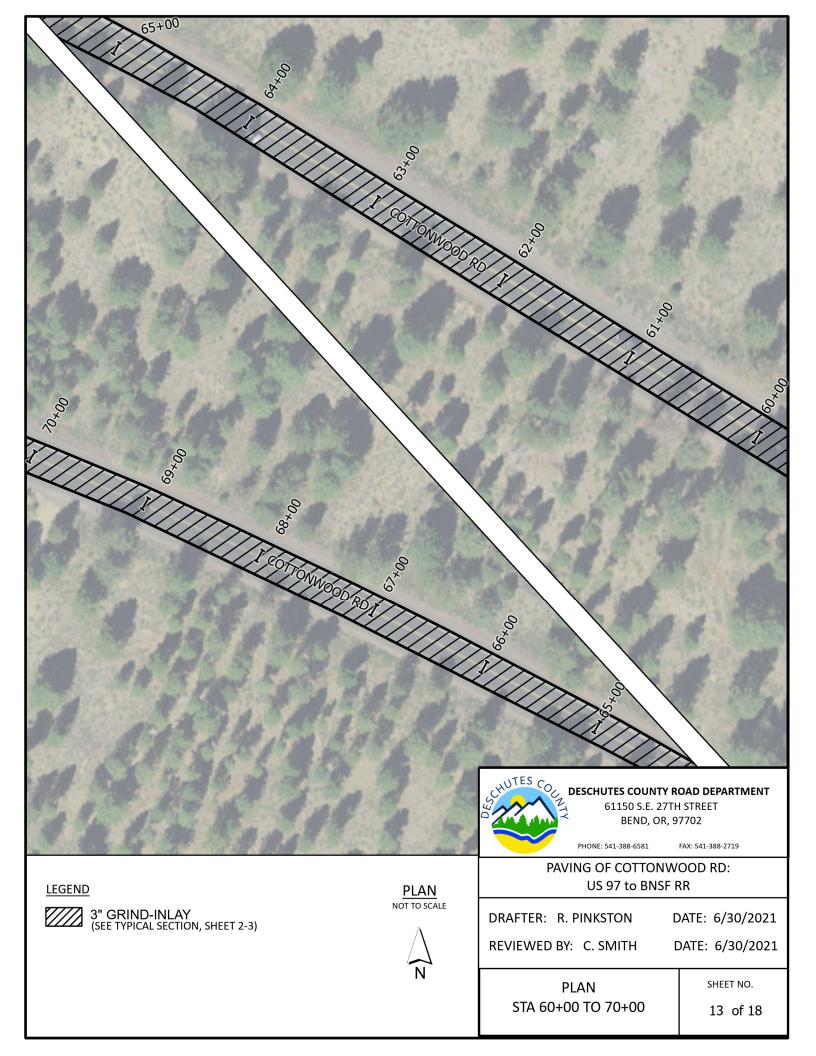


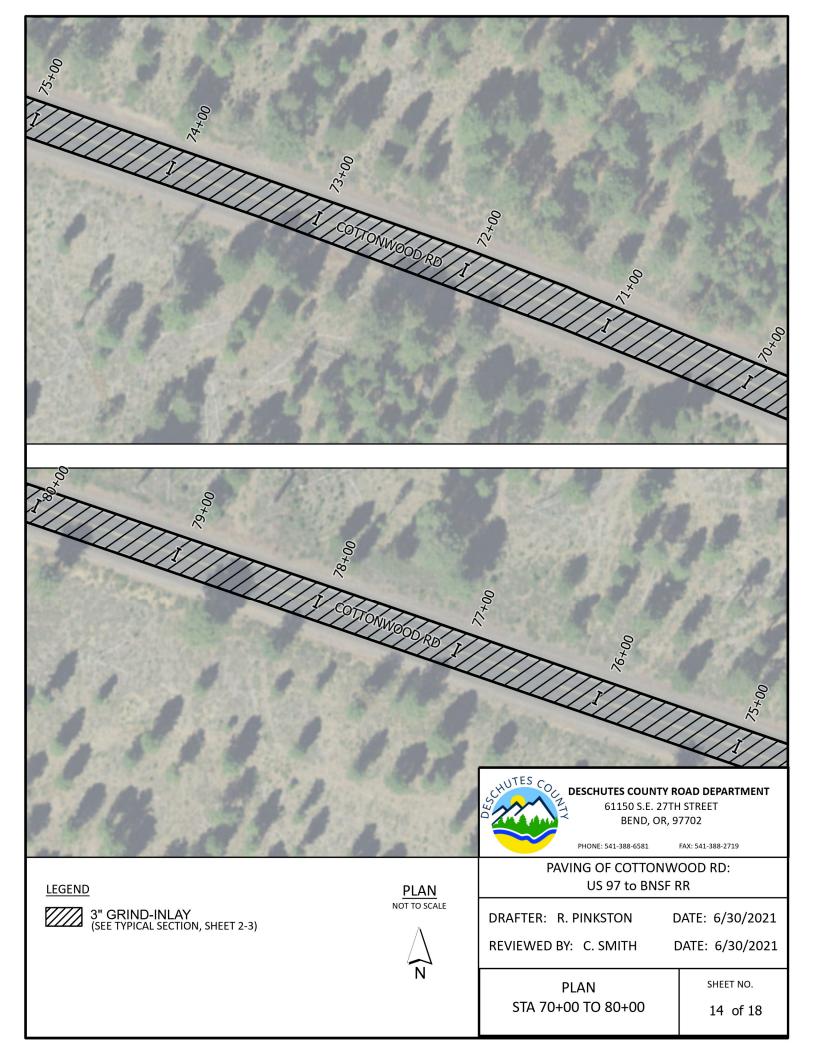


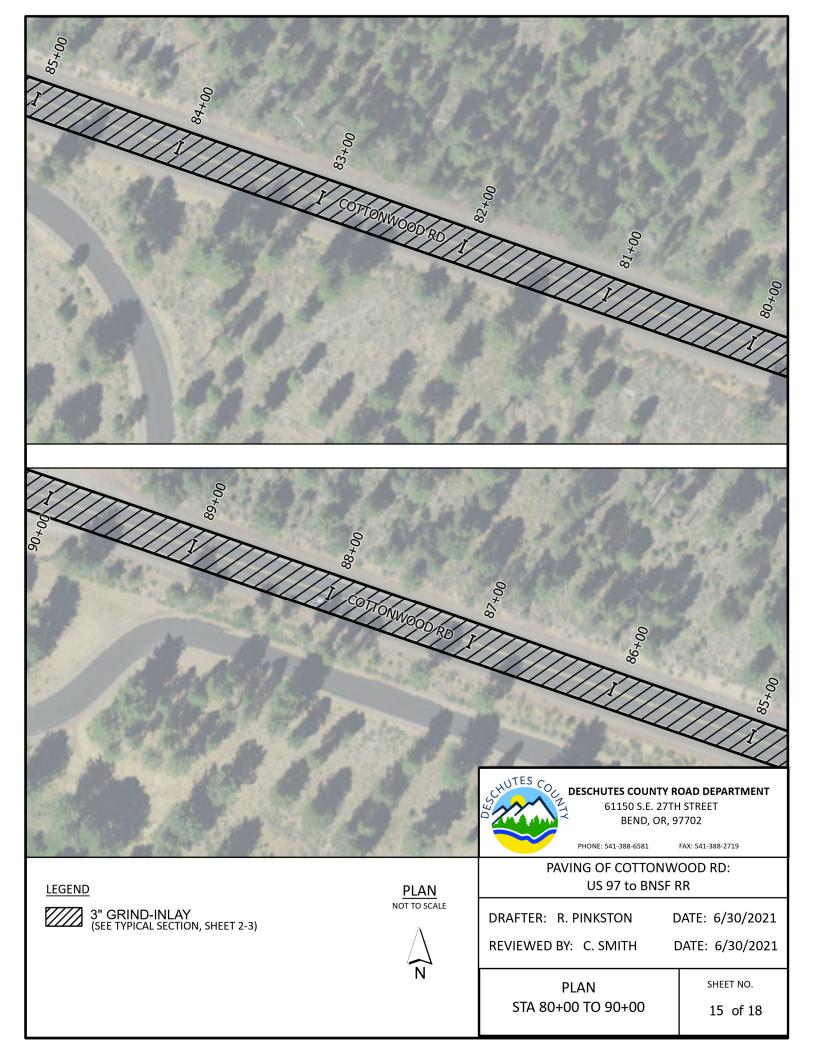


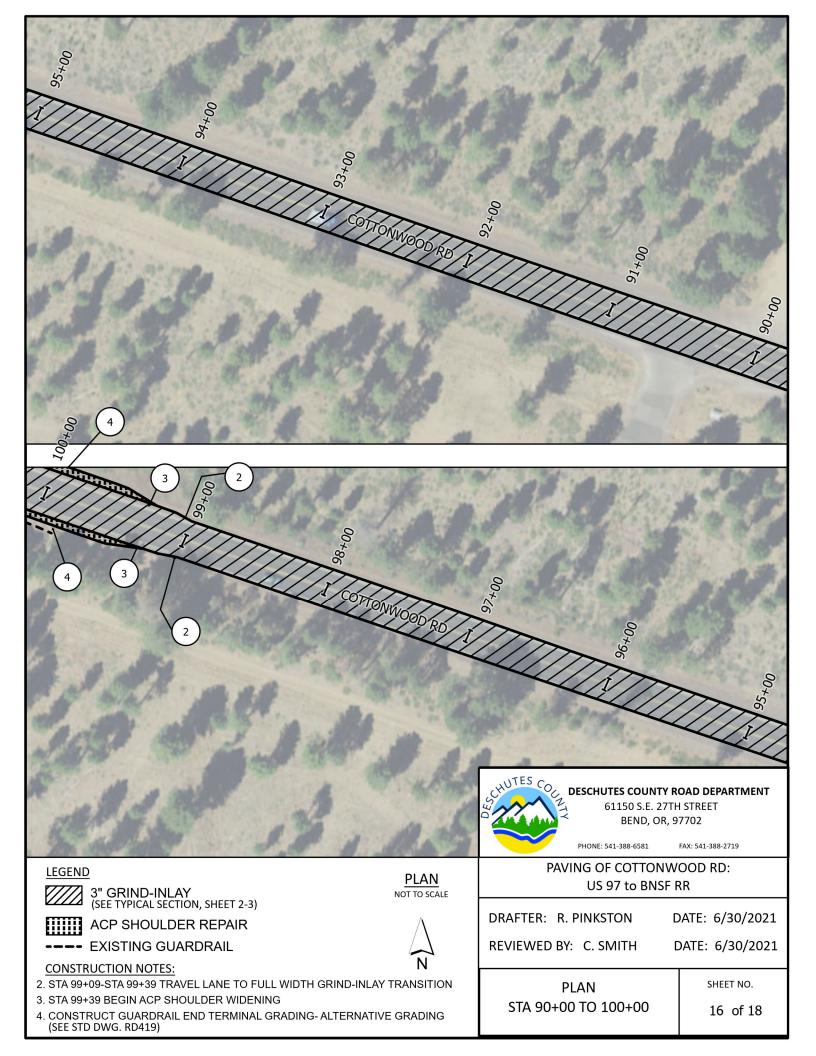


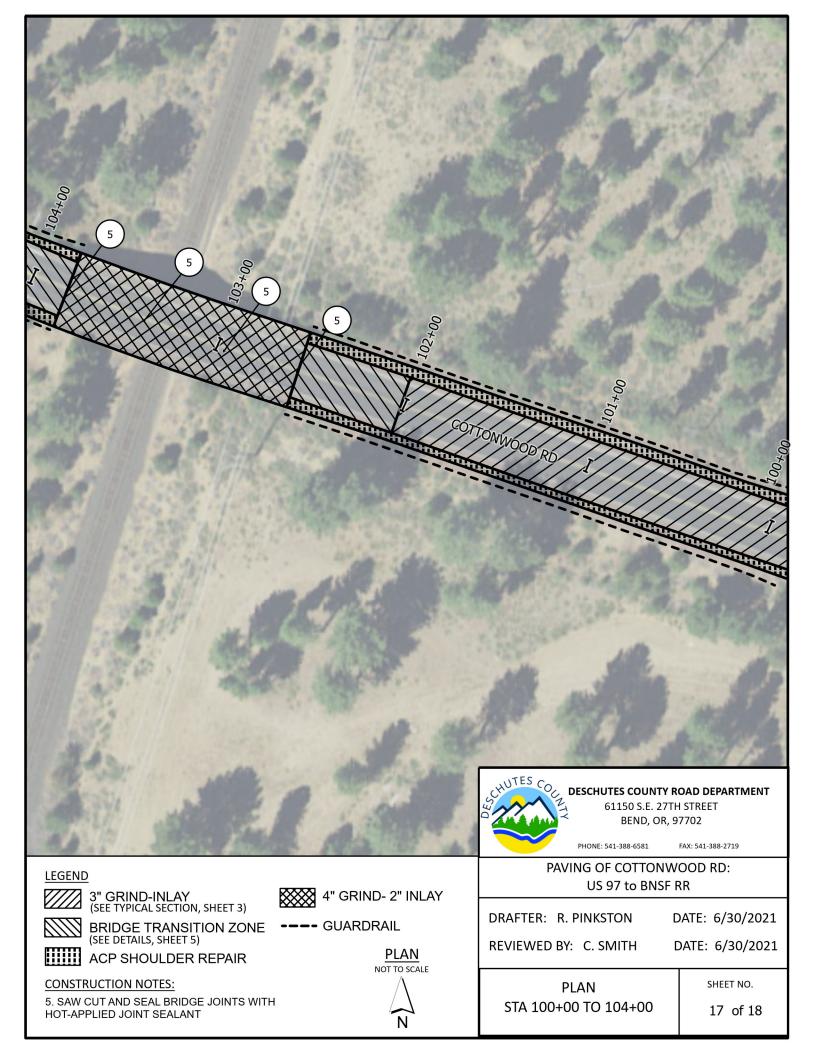


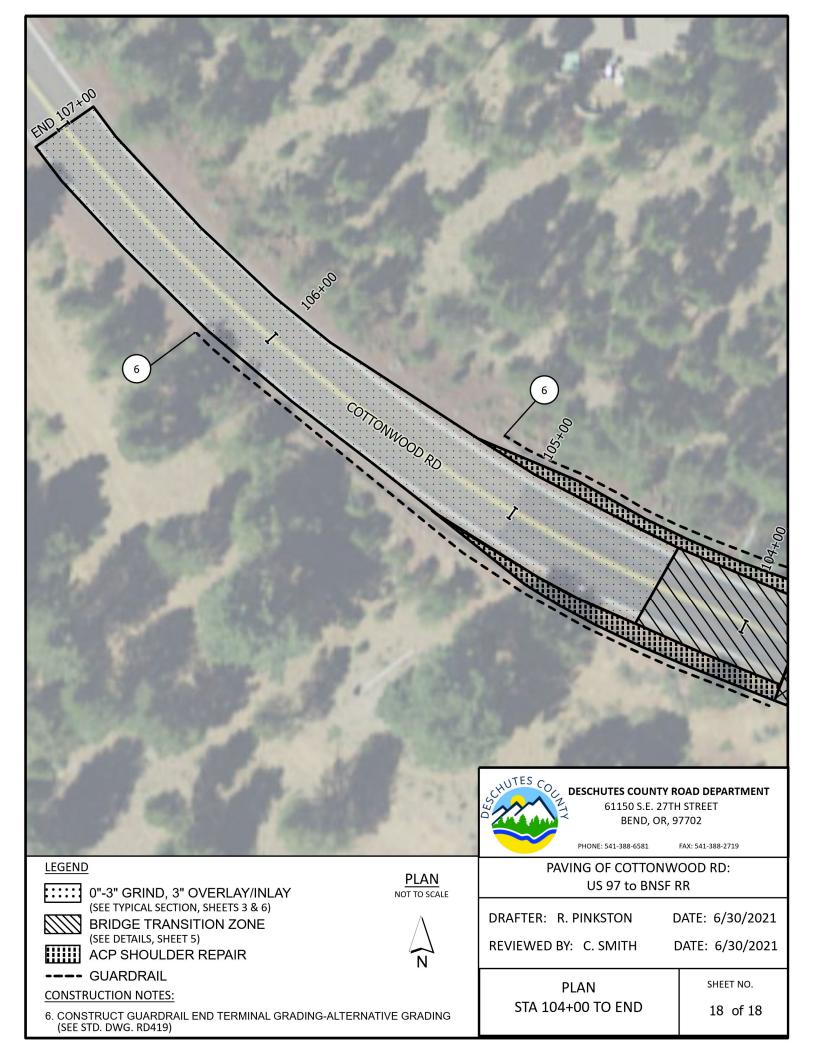


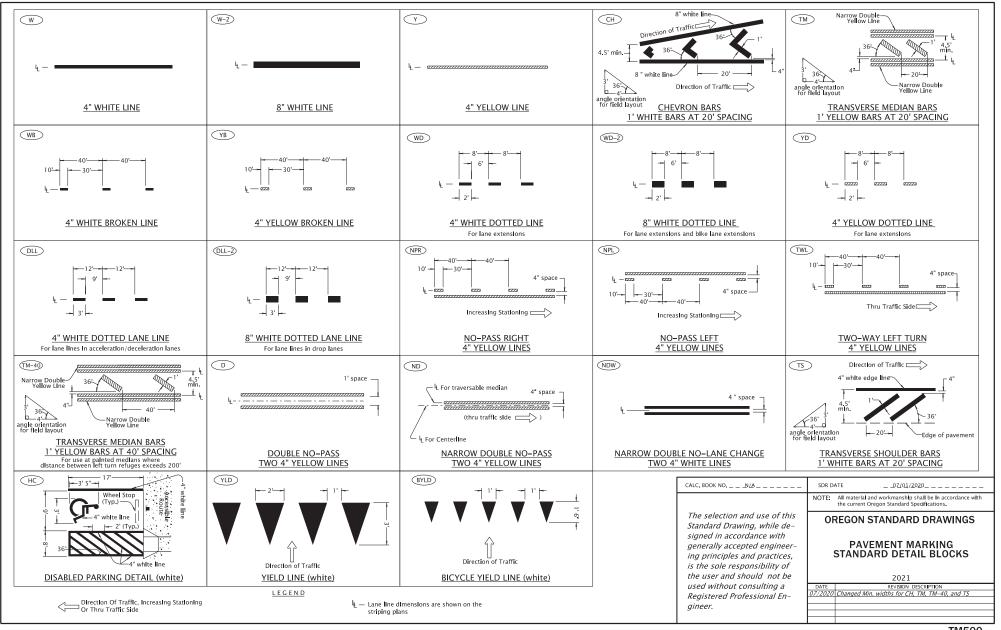




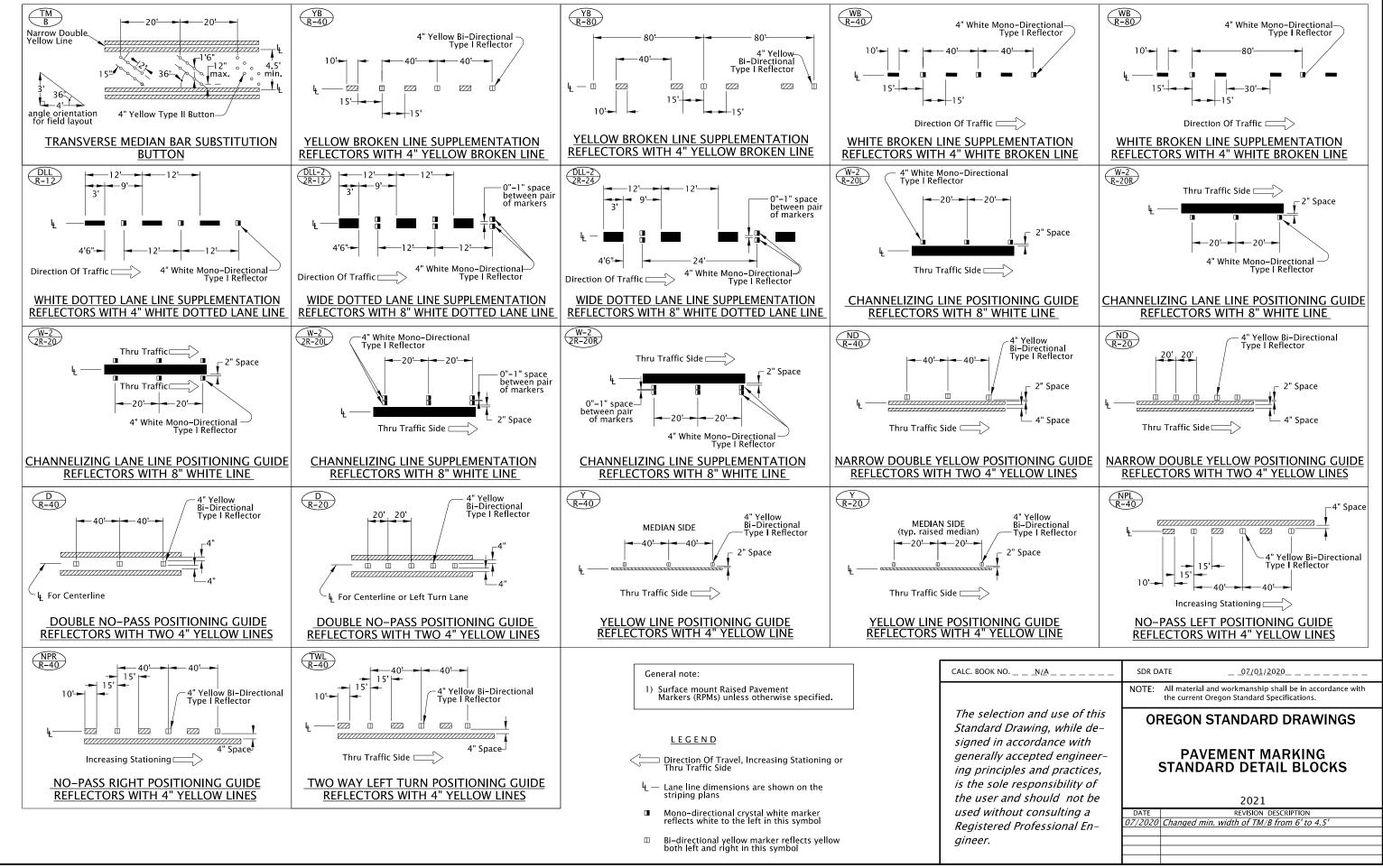






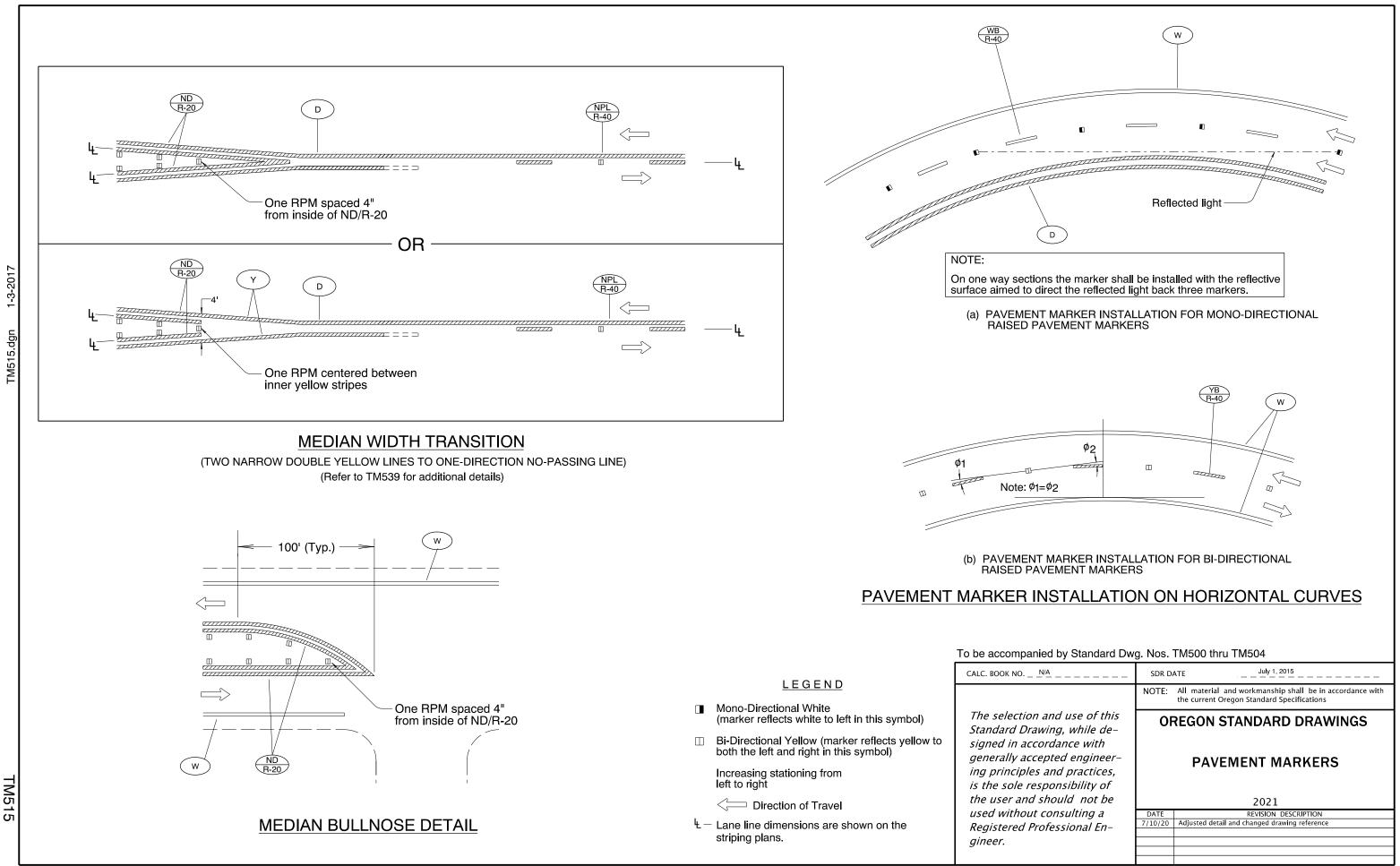


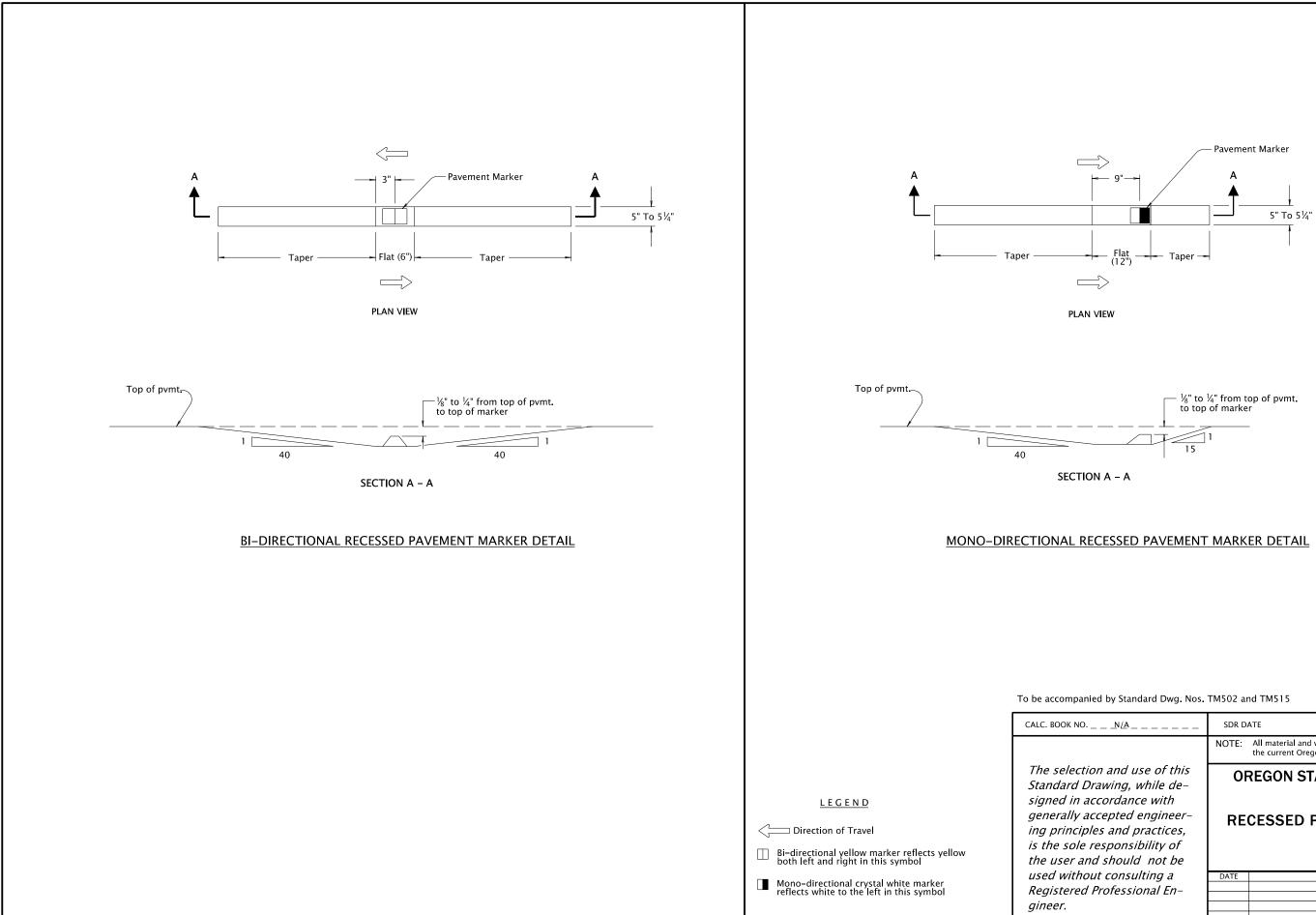
Effective Date: June 01, 2021 - November 30, 2021



Effective Date: June 01, 2021 - November 30, 2021

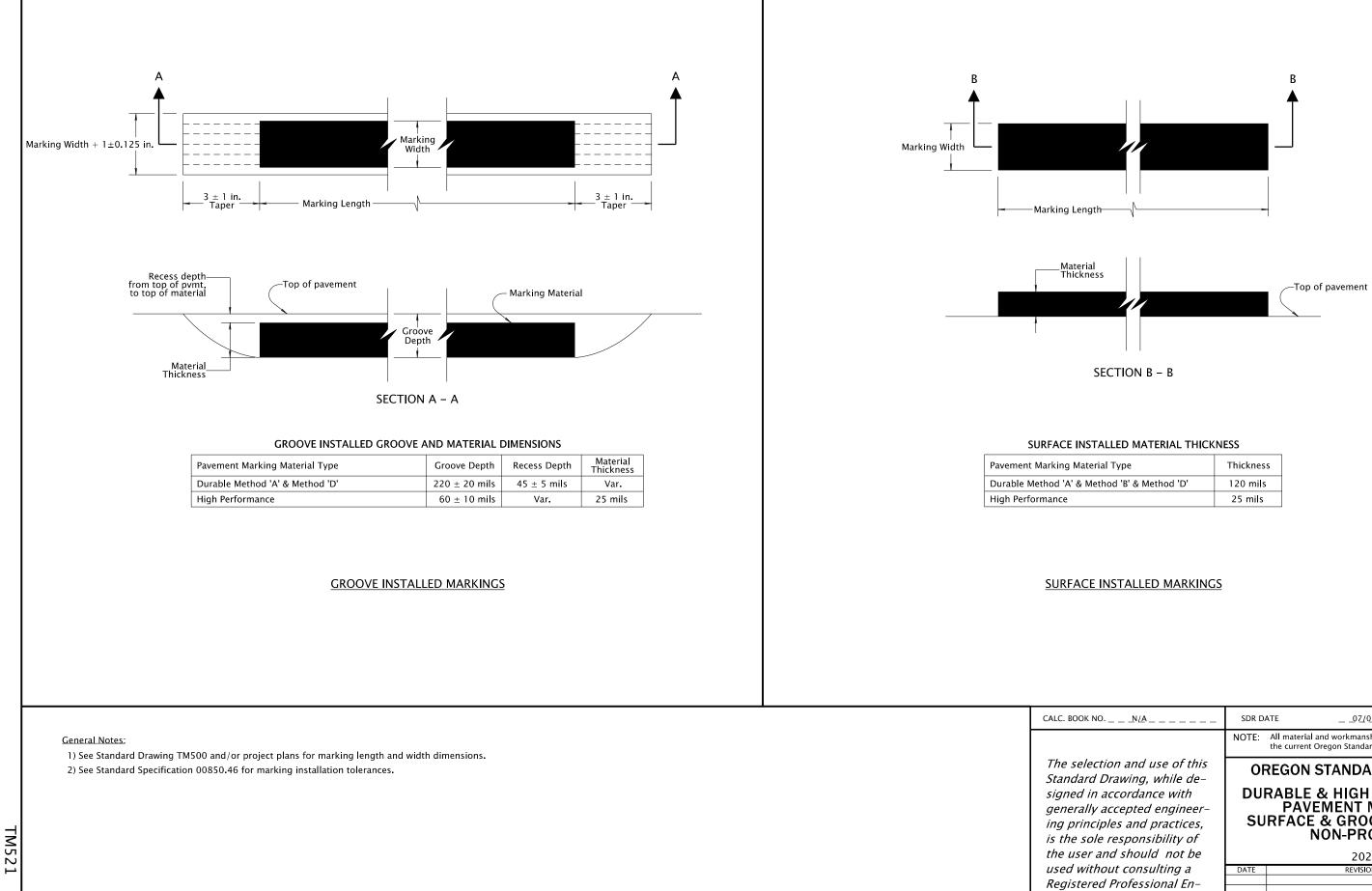
TM502





Effective Date: June 01, 2021 - November 30, 2021

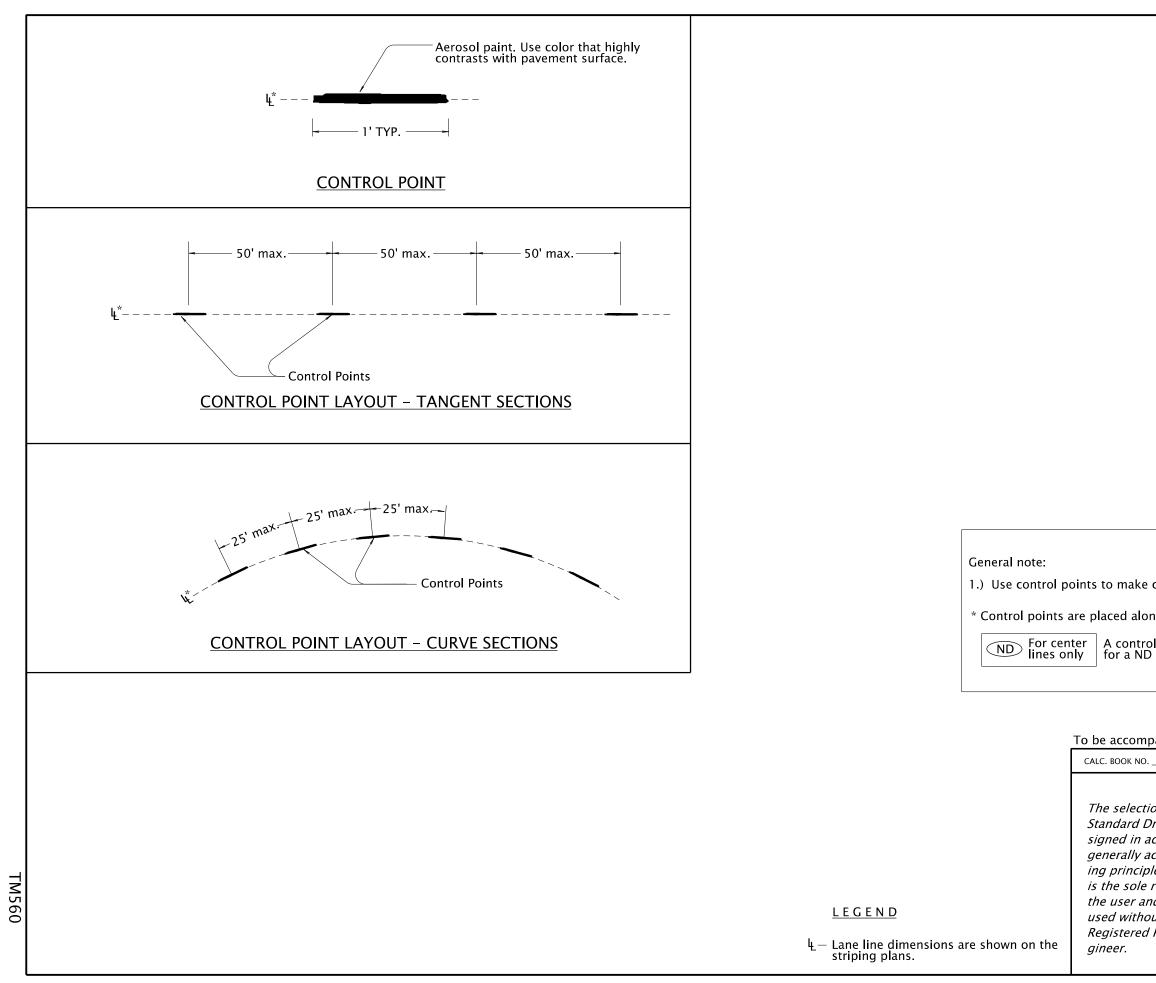
<u>N/A</u>	SDR DATE07/01/2015		
on and use of this rawing, while de- ccordance with ccepted engineer- les and practices, responsibility of d should not be ut consulting a Professional En-	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.		
	OREGON STANDARD DRAWINGS RECESSED PAVEMENT MARKERS		
	2021		
	DATE REVISION DESCRIPTION		



gineer.

Туре	Thickness
od 'B' & Method 'D'	120 mils
	25 mils

N/A	SDR DATE07/05/2013
	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.
on and use of this rawing, while de- ccordance with ccepted engineer- les and practices, responsibility of d should not be	OREGON STANDARD DRAWINGS DURABLE & HIGH PERFORMANCE PAVEMENT MARKINGS SURFACE & GROOVE INSTALLED NON-PROFILED 2021
ut consulting a	DATE REVISION DESCRIPTION
Professional En-	
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1.) Use control points to make continous narrow guideline as specified.

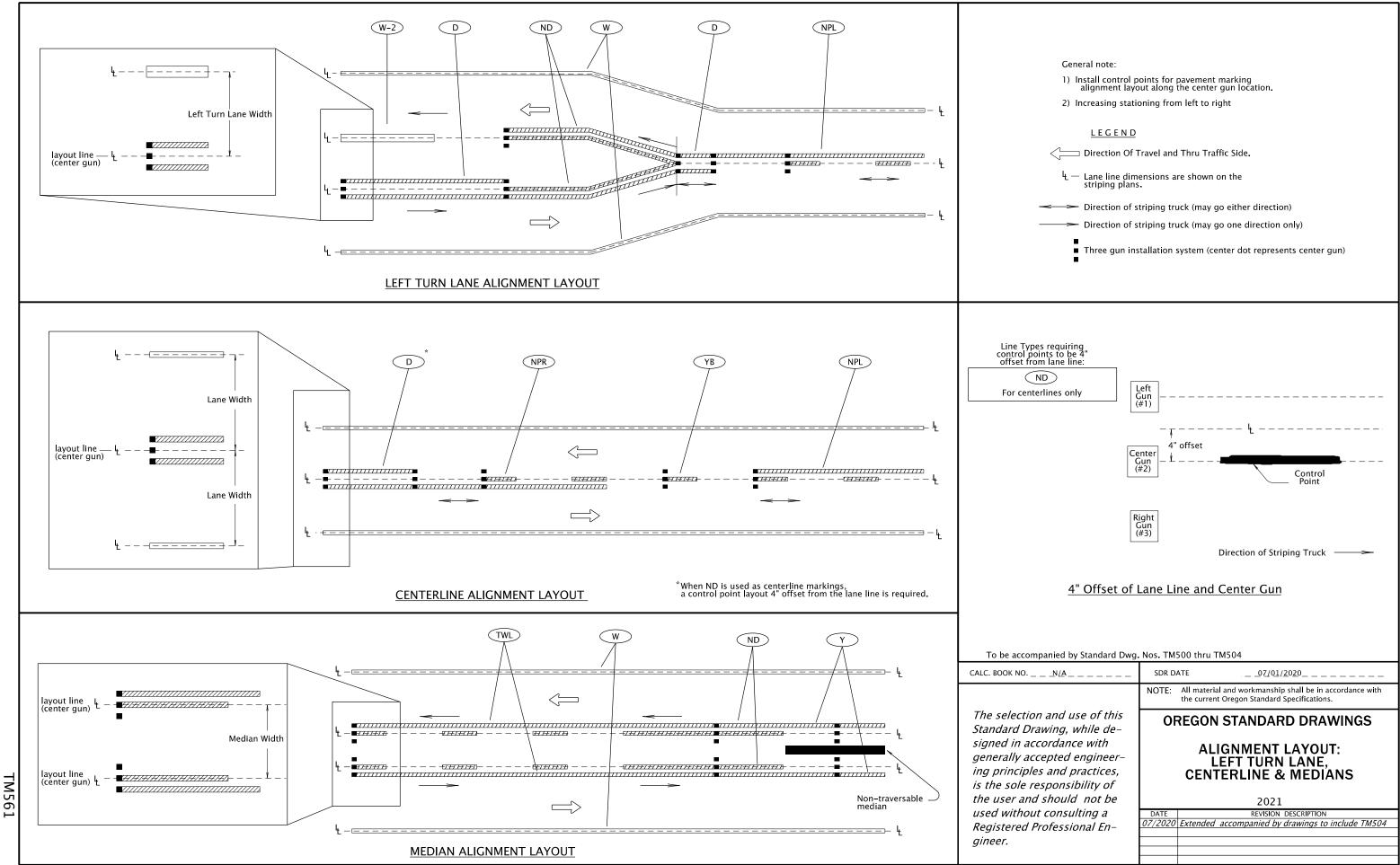
* Control points are placed along the lane line for all longitudinal lines except the following:

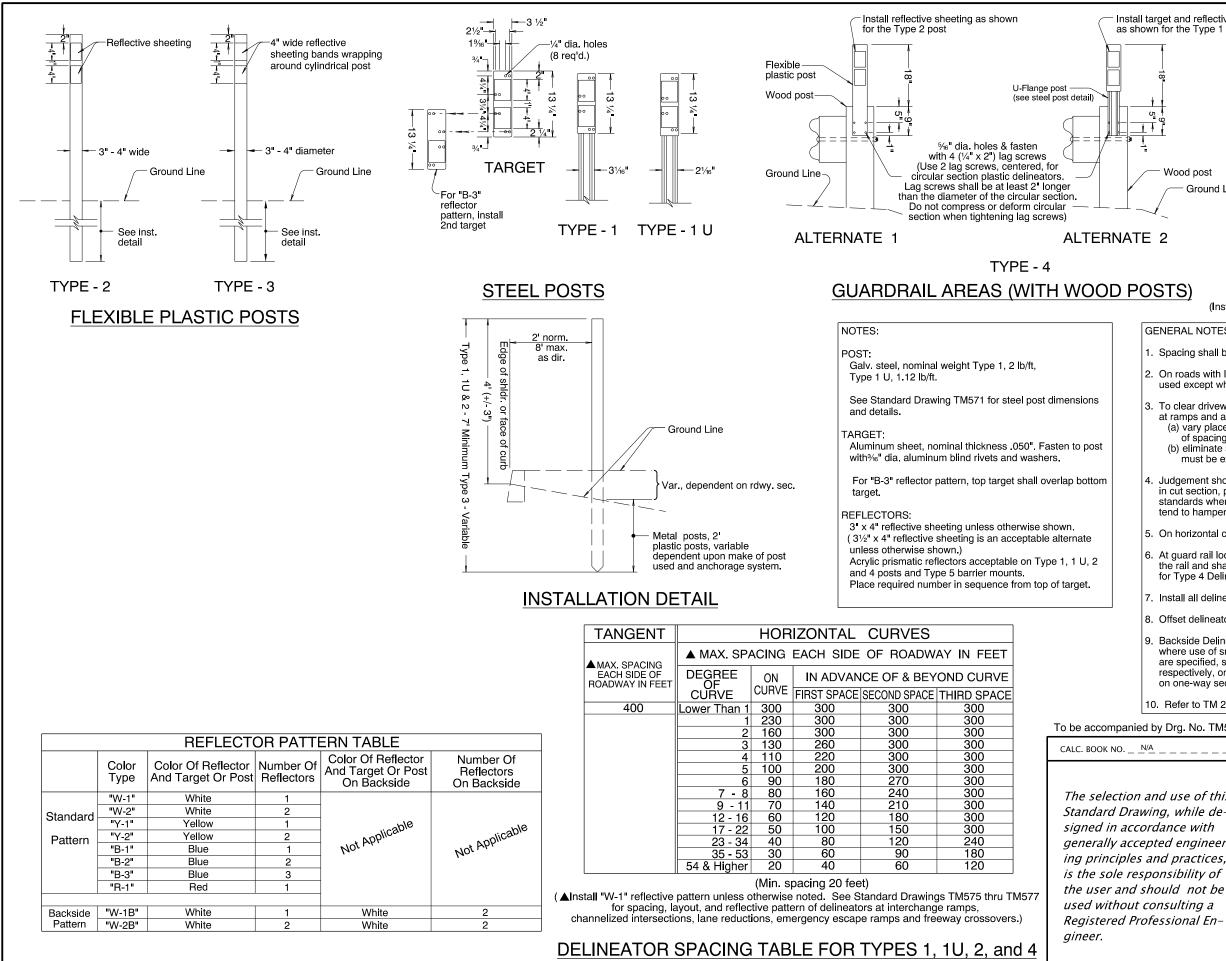
ND For center A control point layout 4" offset from the lane line is required for a ND line when used as a center line.

anied by Standard Dwg. Nos. TM500 thru TM504				
N/A	SDR DATE07/01/2020			
	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.			
on and use of this rawing, while de- ccordance with	OREGON STANDARD DRAWINGS			
ccepted engineer- les and practices, responsibility of	ALIGNMENT LAYOUT: GENERAL			
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Professional En-	07/2020 Extended accompanied by drawings to include TM504			

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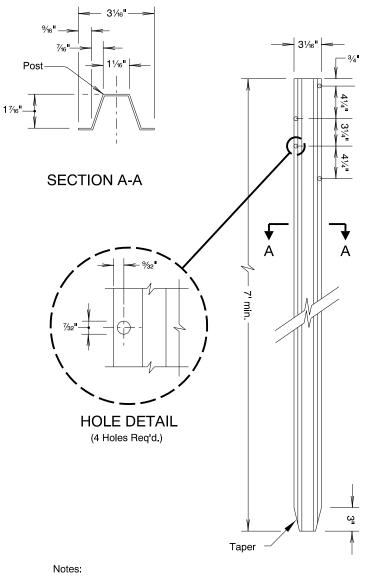
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TM570.

TM570

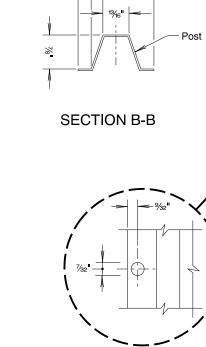
stall target and reflective she shown for the Type 1 post				
Wood post Ground Line	Retroreflective Barrier marker (color of barrier marker and reflective material shall be the color of the adjacent edge line) Conc. Barrier			
	TYPE - 5			
	CONCRETE BARRIER AREAS arrier markers at 50' spacing unless otherwise noted in plans)			
GENERAL NOTES:				
1. Spacing shall be me	easured along the shoulder.			
 On roads with less than 500 vehicle ADT, delineators are not to be used except where situations such as sharp horizontal curves, etc. exist. 				
 3. To clear driveways, crossroads etc., or for required adjustments at ramps and at intersections, either: (a) vary placement of that post up to 25% of spacing shown, or; (b) eliminate said post if limit of variation must be exceeded. 				
 Judgement should be exercised in the installation of delineators in cut section, particularly on roads constructed to older standards where ditches are narrow and where delineators tend to hamper maintenance operations. 				
5. On horizontal curves	s place delineators nearly opposite each other.			
 At guard rail locations the delineators are to be installed behind the rail and shall be located adjacent to guard rail posts as shown for Type 4 Delineators. 				
7. Install all delineators	s with reflectors facing adjacent oncoming traffic.			
8. Offset delineators ar	n additional 4' in areas of heavy snow removal operations.			
9. Backside Delineators may be used in frequently snow plowed areas where use of snow poles is not justified. When Backside Delineators are specified, substitute "W-1" and "W-2" with "W-1B" and "W-2B" respectively, on Type 1 steel posts. Do not install Backside Delineators on one-way sections of roadway, freeways and ramps, or on radius sections.				
10. Refer to TM 222 fo	r bracket assembly details for Backside Reflector Pattern.			
nied by Drg. No. TM571,	TM575, TM576, and/or TM577 as specified.			
_ <u>N/A</u>	SDR DATE01/06/2012			
	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
on and use of this rawing, while de- ccordance with ccepted engineer-	OREGON STANDARD DRAWINGS			
les and practices,	TRAFFIC DELINEATORS			
responsibility of				
nd should not be ut consulting a	2021 DATE REVISION DESCRIPTION			
ac consulting a	REVISION DESCRIPTION			

Effective Date: June 1, 2021 - November 30, 2021



1. Galv. steel, nominal weight 2 lb. per ft.

TYPE - 1 STEEL POST DIMENSIONS



Notes:

1. Galv. steel, nominal weight 1.12 lb. per ft.

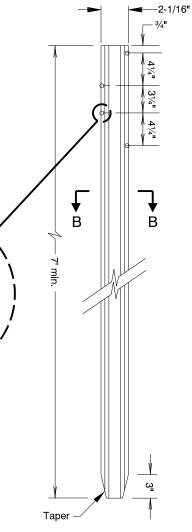
HOLE DETAIL

(4 Holes Req d.)

TYPE - 1 U STEEL POST DIMENSIONS

CALC. BOOK NO.

The selection Standard Di signed in a generally a ing principl is the sole i the user an used without Registered gineer.

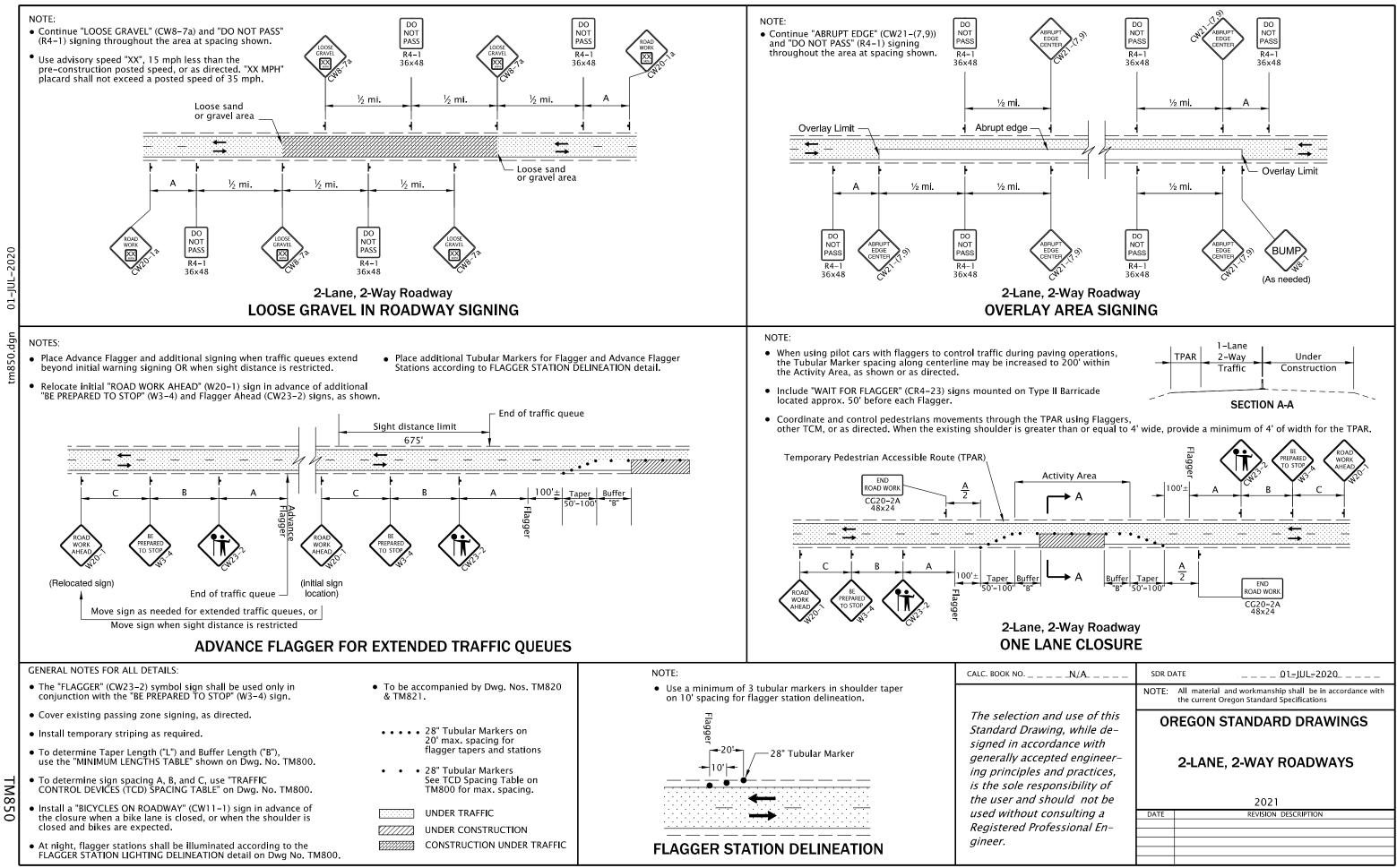


To be accompanied by Drg. No. TM570

N/A	SDR DAT	E December 10, 2009
		II material and workmanship shall be in accordance with he current Oregon Standard Specifications
ion and use of this Drawing, while de-	OR	EGON STANDARD DRAWINGS
accordance with accepted engineer-		TRAFFIC DELINEATORS
les and practices, responsibility of		STEEL POST DETAILS
nd should not be		2021
out consulting a ' Professional En-	DATE	REVISION DESCRIPTION

TM571

Effective Date: June 1, 2021 - November 30, 2021



Effective Date: June 1, 2021 - November 30, 2021