

# BIDDING DOCUMENTS

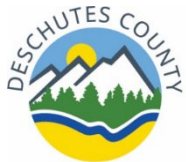
**PROJECT:** GRIBBLING RD BRIDGE #17C30  
REPLACEMENT

**PROJECT #:** W66098

**BID OPENING:** SEPTEMBER 27, 2023

**COMPLETION DATE:** JUNE 30, 2024

**CONTRACTING AGENCY:**



**ROAD  
DEPARTMENT**

**61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
PHONE: (541) 388-6581  
FAX: (541) 388-2719  
WEB: [www.deschutescounty.gov/road](http://www.deschutescounty.gov/road)**



**ROAD  
DEPARTMENT**

**BIDDING DOCUMENTS**

**GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

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

PROJECT PLANS, TITLED "GRIBBLING ROAD BRIDGE #17C30 REPLACEMENT PROJECT, GRIBBLING ROAD, DESCHUTES COUNTY, 2023"

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  
GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27<sup>th</sup> Street, Bend, Oregon 97702, until but not after, **2:00 p.m. on September 27, 2023**, 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 Bridges and Structures. The value for this Contract is estimated to be between \$500,000 and \$700,000. The Work will consist of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Remove existing bridge and substructure elements.
- Perform structure excavation, backfill and site grading.
- Install new bridge and foundation elements.
- Construct new asphalt pavement.
- Construct new approach guardrail.
- 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 <https://www.deschutescounty.gov/rfps>. Inquiries pertaining to these specifications shall be directed to Blaine Wruck, Transportation Engineer, in writing at [blaine.wruck@deschutescounty.gov](mailto:blaine.wruck@deschutescounty.gov) 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 27<sup>th</sup> Street, Bend, Oregon 97702 in a sealed envelope plainly marked "BID FOR GRIBBLING RD BRIDGE #17C30 REPLACEMENT" 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 September 27, 2023 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - GRIBBLING RD BRIDGE #17C30 REPLACEMENT" prior to 4:00 p.m. on September 27, 2023 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.838 and 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 and/or sustainably sourced 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: September 6, 2023  
THE BEND BULLETIN: September 6, 2023

## 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 Solicitation Documents.
2. **Solicitation Documents.** The Solicitation Documents under which it is proposed to execute the Work consist of the material bound herewith. These solicitation documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed work.
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 are required to disclose information about certain first-tier subcontractors (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 hours after Bid Closing:

(A) The subcontractor's name;

(B) The category of Work that the subcontractor would be performing, and

(C) The dollar value of the subcontract.

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.

THE CONTRACTING AGENCY 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).

A Bidder shall submit the disclosure form either in its Bid submission or within two working hours after Bid Closing in the manner specified by the Invitation to Bid.

Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids that 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.

Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

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.
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 fifteen (15) calendar days from the date the Contract documents are sent or otherwise conveyed to the Bidder, 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. The completed forms required for a bid to be considered responsive, which are included herein, are listed below:
    - Bid Proposal Form
    - Schedule of Bid Items
    - First-Tier Subcontractor Disclosure Form
    - Bid Bond
    - Signed Addenda (if issued)
  - 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 shall be deemed to have been submitted with the missing pages for purposes of bid evaluation if, at a minimum, the completed pages identified above in (a) are included in the submission. 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 Agency 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 Blaine Wruck, Transportation Engineer, in writing at:

Email: [blaine.wruck@deschutescounty.gov](mailto:blaine.wruck@deschutescounty.gov); or

Mailing Address: 61150 SE 27<sup>th</sup> Street, Bend, Oregon 97702.

Contracting Agency will not mail notice of Addenda, but will publish notice of any Addenda on Contracting Agency's Web site. Addenda may be downloaded off the Contracting Agency's Web site. Bidders should frequently check the Contracting Agency's Web site until closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.

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. Bidders shall be prequalified in the appropriate class of work at the time of bid opening. Bidders shall be licensed with the Construction Contractor's Board under OAR 137-049-0230. 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.** This Contract is subject to ORS 279C.800 to ORS 279C.870. Submission of a bid for the project shall constitute a statement that the bidder agrees to be bound by and will comply with provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The successful bidder and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the Contract.

By submitting a bid for the project, the bidder certifies that the bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

**BID PROPOSAL FORM**  
**GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

\_\_\_\_\_

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.

The 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 \_\_\_\_\_.

The 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 fifteen (15) calendar days after conveyance of the contract documents to the Bidder, 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.

The 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. The 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 comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148 ORS 279C.840.

The Bidder certifies that the Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts in accordance with ORS 279A.110(4).

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.

The 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 fifteen (15) calendar days after the contract documents are sent or otherwise conveyed to the Bidder, 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.

**(SIGNATURE PAGE TO FOLLOW)**

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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	Erosion Control	LS	1	\$	\$
004	00280	Concrete Washout Facility	EACH	1	\$	\$
005	00280	Sediment Barrier, Type 3	FOOT	132	\$	\$
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	336	\$	\$
011	00350	Subgrade Geotextile	SQYD	865	\$	\$
012	00390	Loose Riprap, Class 50	CUYD	27	\$	\$
013	00390	Riprap Basins	EACH	4	\$	\$
<u>Part 00400 - Drainage and Sewers</u>						
014	00480	Drainage Curbs	FOOT	80	\$	\$
<u>Part 00500 - Bridges</u>						
015	00501	Bridge Removal Work	LS	1	\$	\$
016	00510	Structure Excavation (Rock)	LS	1	\$	\$
017	00510	Structure Excavation (Granular)	LS	1	\$	\$
018	00510	Granular Structure Backfill	LS	1	\$	\$
019	00530	Reinforcement, Grade 60	LS	1	\$	\$
020	00540	General Structural Concrete, Class 4000	LS	1	\$	\$
021	00550	18-Inch Precast Prestressed Slab	FOOT	317	\$	\$
022	00587	Thrie Beam Rail	LS	1	\$	\$
<u>Part 00600 - Bases</u>						
023	00641	Aggregate Base and Shoulders	TON	370	\$	\$
<u>Part 00700 - Wearing Surfaces</u>						
024	00744	Level 2, 1/2 Inch ACP Mixture	TON	200	\$	\$
025	00744	Level 2, 1/2 Inch ACP Mixture in Leveling	TON	30	\$	\$
<u>Part 00800 - Permanent Traffic Safety and Guidance Devices</u>						
026	00810	Midwest Guardrail System, Type 3	FOOT	25	\$	\$
027	00810	Midwest Guardrail System, Type 4	FOOT	25	\$	\$
028	00810	Guardrail Anchors, Type 1 Modified	EACH	2	\$	\$
029	00810	Guardrail End Pieces, Type B	EACH	2	\$	\$
030	00810	Guardrail Transition	EACH	4	\$	\$
031	00810	Guardrail Terminals, Non-Flared, Test Level 2	EACH	2	\$	\$
032	00840	Milepost Marker Posts	EACH	2	\$	\$
<u>Part 00900 - Permanent Traffic Control and Illumination Systems</u>						
033	00905	Remove and Reinstall Existing Signs	LS	1	\$	\$
<u>Part 01000 - Right of Way Development and Control</u>						
034	01030	Permanent Seeding, Mix No. 1	ACRE	0.3	\$	\$

**TOTAL BID:** \_\_\_\_\_

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

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: GRIBBLING RD BRIDGE #17C30 REPLACEMENT

Bid #: W66098      Bid Closing Date: September 27, 2023      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 would 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 GRIBBLING RD BRIDGE #17C30 REPLACEMENT 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 \_\_\_\_\_, 2023.

SURETY:

CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACT

## FOR

### GRIBBLING RD BRIDGE #17C30 REPLACEMENT

THIS CONTRACT is made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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: \_\_\_\_\_

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

DATE: \_\_\_\_\_

\_\_\_\_\_  
PHIL CHANG, 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 \_\_\_\_\_, 2023, a copy of  
which is hereto attached and made a part hereof for the construction of:

**GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

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 \_\_\_\_\_ 2023.

(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 \_\_\_\_\_, 2023, a copy of  
which is hereto attached and made a part hereof for the construction of:

**GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

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 \_\_\_\_\_, 2023.

(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

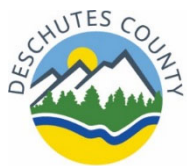
NOTE: Date of bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

# **SPECIAL PROVISIONS**

**PROJECT: GRIBBLING RD BRIDGE #17C30 REPLACEMENT**

**PROJECT #: W66098**

**CONTRACTING AGENCY:**



**ROAD  
DEPARTMENT**

**61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
PHONE: (541) 388-6581  
FAX: (541) 388-2719  
WEB: [www.deschutescounty.gov/road](http://www.deschutescounty.gov/road)**


DESCHUTES COUNTY

SPECIAL PROVISIONS

FOR

Structures, Grading, Paving & Drainage  
Gribbling Road Bridge  
Gribbling Road  
Deschutes County

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature (William Nickels)</p>  <p>RENEWS: 12-31-2024</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Geotechnical, and Pavement Items . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00641, 0073, 00744, 00749</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST


DESCHUTES COUNTY

SPECIAL PROVISIONS

FOR

Structures, Grading, Paving & Drainage  
Gribbling Road Bridge  
Gribbling Road  
Deschutes County

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature (Makenzie Ellett)</p>  <p>RENEWS: 12-31-2023</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Structural Items. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00501, 00510, 00530, 00540, 00550, 00587, 02001, 02030, 02050, 02510, 02560, 02690</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST




DESCHUTES COUNTY

SPECIAL PROVISIONS

FOR

Structures, Grading, Paving & Drainage  
Gribbling Road Bridge  
Gribbling Road  
Deschutes County

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature (Tai Imamura)</p>  <p>RENEWS: 06-30-2025</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Temporary Traffic and Roadway . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00210, 00220, 00221, 00280, 00290, 00305, 00310, 00320, 00330, 00350, 00390, 00440, 00480, 00749, 00810, 00840, 00905, 00940, 01030, 02320</p>
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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 Gribbling Rd Bridge #17C30 Replacement project:

1. Install and maintain temporary traffic control.
2. Remove existing bridge and substructure elements.
3. Perform structure excavation, backfill and site grading.
4. Install new bridge and foundation elements.
5. Construct new asphalt pavement.
6. Construct new approach guardrail.
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

[https://www.oregon.gov/odot/business/pages/standard\\_specifications.aspx](https://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 June 30, 2024.

### **CLASS OF WORK**

The Class of Work for this Project is Bridges and Structures.

**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, except for the subsection number and title, 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 Plans, Special Provisions, and Bid Booklets** – Replace this subsection, except for the subsection number and title, with the following:

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

<https://www.deschutescounty.gov/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](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:

GRIBBLING ROAD BRIDGE #17C30 REPLACEMENT PROJECT, GRIBBLING ROAD,  
DESCHTUES COUNTY  
2023

**00120.10 Bid Booklet** – Replace this subsection, except for the subsection number and title, 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 all instances of “ODOT eBIDS” with “Deschutes County Bids and RFPs”.

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.deschutescounty.gov/rfps>

Delete the last paragraph.

**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...” 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, except for the subsection number and title, 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.deschutescounty.gov/rfps>

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

**00130.15 Right to Protest Award** – Replace this subsection, except for the subsection number and title, 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 will not 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”.

**(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, except for the subsection number and title, 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 in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

**Table 00150-1**

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
Central Oregon Irrigation District	Kelley Hamby <a href="mailto:Khamby@coid.org">Khamby@coid.org</a> 541-504-7585
Central Electric Cooperative	Juan Tovar <a href="mailto:jtovar@cec.coop">jtovar@cec.coop</a> 541-419-7708

**(1) Central Oregon Irrigation District – “Irrigation District”:**

The Contract Work includes constructing bridge elements within the limits of irrigation facilities as shown in the Contract Plans. The Contractor shall notify the Irrigation District in writing, with a copy to the Engineer, a minimum of 14 Calendar Days before the Contractor is scheduled to begin performing work on or adjacent to irrigation facilities.

The Irrigation District will be releasing winter stock-run flows during the Contract period. The Contractor shall consult the Irrigation District website at <https://coid.org/> for information on stock run dates. Stock run dates and may be rescheduled and/or canceled by the Irrigation District due to inclement weather, low flows in the Deschutes River, or unforeseen events. The Contractor shall suspend all work which negatively impacts irrigation facilities during stock-runs and shall provide for stock-run conveyance through the Project site.

The Contractor must conduct Work in a safe and competent manner so as not to interfere with the Irrigation Facilities. The Contractor shall not restrict the flow of water or contaminate the water of the Irrigation District. Work that would prevent the Irrigation District from running water through its Irrigation Facilities, or work involving ground disturbing activities such as excavation, trenching, or compaction in proximity to canals shall only be allowed to occur between the dates of November 1 and March 31, with coordinated and mutually agreed upon shut-down dates according to the Irrigation District’s winter stock-run flow schedules.

**(2) Central Electric Cooperative – “Power Utility”:**

The Contractor shall notify the Power Utility in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor is scheduled to begin performing 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.

**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 (Prevailing Wage Rates for Public Works Contracts, July 5, 2023). The wage rates can be found at the following website:

[https://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](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:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$1,000,000	\$2,000,000
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” 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.
- Be endorsed with a waiver of subrogation endorsement for Workers' Compensation, waiving the insured's right of subrogation against the Agency.

**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:

<b>Limitations</b>	<b>Subsection</b>
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)
Bridge Site Road Closure .....	00220.42
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic .....	00744.51

When submitting the supplemental "look ahead" Project Work schedule, the Contractor shall show all Work that impacts the Central Oregon Irrigation District canals and channels.

Irrigators have legal rights to use irrigation water from the canals and channels of the Central Oregon Irrigation District.

During the irrigation season of April 1 through October 31, the Contractor shall not restrict the flow of water or contaminate the water of the Central Oregon Irrigation District.

During the non-irrigation season of November 1 through March 31, the Contractor shall allow one or more multi-day stock water runs according to the schedule provided by Central Oregon Irrigation District. The Contractor shall contact the Central Oregon Irrigation District for the stock water run times.

The Contractor shall 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 June 30, 2024.

### **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(c) Bicyclists** - Add the following to the end of the bulleted list:

- During flagging and/or pilot car operations, allow bicycles to clear the work zone before allowing oncoming traffic to enter the work zone.

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

One Traffic Lane on Gribbling Road may be closed when allowed, shown, or directed during the following periods of time:

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

Add the following subsection:

**00220.42 Bridge Site Road Closure** - Close the road to traffic at the Bridge site during reconstruction of the Bridge. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

Add the following subsection:

**00220.45 Load Restrictions on Bridges** - For Structure No. 17C30, limit the combined weight of Equipment, vehicles, and supplies placed on the Bridge to 5 tons.

### **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

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

**00221.03 Traffic Safety and Operations** - Replace the bullet that begins "When paving operations create..." with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

**00221.06(c) Tourist-Oriented Directional and Business Logo Signs** - Replace this subsection, except for the subsection number and title, with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

**(1) No Signs** - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

**(2) Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

**00221.07(c)(1) Paving** - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

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

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

### **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

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

- At least 14 Calendar Days before the Gribbling Road closure, place one or more PCMS displaying the following message as shown in the Plans

**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 modified as follows:

**00223.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional



payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

### **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 00221.98.

### **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 00221.98.

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP) with an environmental management plan (EMP), when required for the Project, the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA Permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit.

**00280.02 Definitions -**

Replace the sentence that begins “**Temporary Stabilization**” with the following sentence:

**Temporary Stabilization** - Covering soil or other measures to prevent erosion until permanent stabilization measures are in place and established.

**00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace the bullets with the following bullets:

- When using the Agency’s ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency’s ESCP is used without modifications prior to construction.
  - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
  - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency’s ESCP, include the following:
  - Proposed ESCP showing all ESC Work, and quantities of Work.
  - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials when pollutants are known to be present.
  - Implementation schedules for the ESCP
  - Plans for each phase of Contractor’s Work
  - Names and positions of all personnel engaged in construction activities.
  - Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
  - Information required under 1200-CA permit.
- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
  - Oregon Registered Professional Engineer,
  - Oregon Registered Landscape Architect; or
  - Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
  - Oregon Registered Professional Engineer; or
  - Oregon Registered Landscape Architect.

- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CA permit and as directed in ODOT's Erosion Control Manual.

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.16(i) Concrete Washout** – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

(1) Field fabricated washout basin as shown and consisting of the following:

- **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
- **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
- **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum

(2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

**00280.46(i) Concrete Washout** - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project site:

Item	Quantity
Plastic Sheeting.....	200 SY

**00280.62(a) Inspection and Monitoring** - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24 hour period, including weekend and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

**00280.63(c) Paved Areas** - Replace this subsection, except for the subsection number and title, with the following subsection:

Keep all paved areas clean for the duration of the Project. Use cleaning methods that do not transport sediment-laden water to receiving streams. Remove sediment that has been tracked-out from the Project Site by the end of the same business day. If the sediment track-out occurs on a non-business day, remove the sediment by the end of the next business day.

Add the following subsection:

**00280.64 Corrective Actions** - Initiate corrective actions when the following noncompliance occur:

- A discharge from the Project Site causes an exceedance of applicable water quality standards and/or impacts irrigation water in the Central Oregon Irrigation District canal,
- Sediment or turbidity are visible in discharge from the Project site in conveyance system leading to surface water or at the discharge point within surface water,
- BMP needs repair or replacement, beyond routine maintenance,
- BMP shown on ESCP was not installed or installed incorrectly,
- A prohibited discharge has occurred,
- When required by DEQ,
- As directed by Engineer

**(a) Corrective Action Timelines** - Immediately initiate corrective actions to address noncompliance, including removing discharged material and repairing or replacing BMPs that do not provide Effective Functioning according to the following:

- Mobilize resources to clean contaminated surfaces and address cause of discharge,
- Complete corrective actions by the close of the next business day for discharge clean-up and to restore Effective Functioning of installed BMPs,
- For more significant noncompliance of which require additional, replacement or modified BMPs to restore Effective Functioning, complete corrective action(s) no later than 24 hours after the discovery
  - If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
  - Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
  - Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

**(b) Corrective Action Documentation** - Document corrective actions within 24 hours of implementations to provide:

- The Project Site's common name and 1200-CA permit identification number when applicable,

- Conveyance system discharge location(s) and outfalls that were out of compliance,
- Photographs of the discharge(s) before and after the implementation of corrective actions, or before and after NTU readings of the discharge,
- The period of noncompliance,
- Name(s), titles and contact information of personnel conducting inspections,
- The specific condition and the date and time the noncompliance was identified,
- Description of the noncompliance and BMP failure(s) that caused the noncompliance,
- Description of the actions taken to address the noncompliance and prevent a reoccurrence of the noncompliance,
- Where corrective actions change site conditions from what is shown on ESCP, revise the ESCP to represent the site conditions,
- Immediately upon completion of corrective action documentation, provide to Agency for signature and submittal to DEQ.

**00280.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

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:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Erosion Control .....	Lump Sum

Item (a) includes:

- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials
- preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed .....25%
- When 50 percent of the Contract is complete, excluding advances on Materials .....25%
- When 75 percent of the Contract is complete, excluding advances on Materials .....25%
- At completion of the Work covered by this Section .....25%

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

No separate or additional payment will be made for:

- constructing and removing temporary slope berms
- erosion control for Work outside the construction limits including but not limited to limited to, Borrow pits, haul roads, disposal sites, and Equipment storage sites
- modifications or additions to the ESCP.

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

Water used for non-chemical dust control will be paid according to Section 00340.

Additional ESC devices required for permit compliance will be paid for according to 00195.20.

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.20(c)(3)(a) Burnable Materials** – Delete this subsection.

**00290.20(c)(3)(b) Woody Matter** – Replace this subsection, except for the subsection number and title, with the following:

Woody matter may be chipped to a size of no more than 3 inches in any direction then uniformly spread over selected landscape areas, as directed, in loose layers not more than 3 inches thick. Burying or burning wood, stumps, or other woody material is not allowed.

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.
- 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.
- Do not cause contamination of irrigation water in the Central Oregon Irrigation District canal.

**00290.30(c)(3) Burn Restrictions** – Delete this subsection.

**00290.32 Noise Control** - Add the following paragraph to the end of this subsection:

Review Deschutes County Code (DCC) Title 8.08 which describes noise control regulations. Obtain and be responsible for necessary permits described in Deschutes County Code Title 8.08. Comply with the applicable noise control requirements for Project Work.

### **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.

**00305.05 3D Engineered Models** - Replace the bullet that begins “A detailed outline and list of...” with the following bullet:

- An automated machine guidance (AMG) work plan containing a detailed outline, list of the Pay Items and Work that will be controlled by the 3D Construction Models, and a narrative outlining any differences between the Agency prepared 3D Engineered Models and the 3D Construction Models.

Delete the bullet that begins “A narrative outlining...”

**SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

**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.

**00330.14 Selected Granular Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695...".

**00330.15 Selected Stone Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695...".

**00330.41(a)(4) Excess Materials** - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes upon approval by, and in a manner satisfactory to, the Engineer.

**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.

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

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).



- 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 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications modified as follows:

**00340.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

There will be no measurement of watering.

**00340.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

There will be no separate or additional payment for watering. Watering is incidental to Section 00330.90.

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications modified as follows:

**00350.01 Definitions** - Replace the sentence that begins “**Embankment Geotextile** - For installation...” with the following sentence:

**Embankment Geotextile** - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins “**Nonwoven Geotextile** - A textile...” with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins “**Riprap Geotextile** - For installation...” with the following sentence:

**Riprap Geotextile** - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

Replace the sentence that begins “**Subgrade Geotextile** - For installation...” with the following sentence:

**Subgrade Geotextile** - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications modified as follows:

**00390.41 Riprap Geotextile** - Replace this subsection, except for the subsection number and title, with the following:

Install riprap geotextile according to the requirements of Section 00350 and as shown or directed.

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

**00440.13 Field-Mixed Concrete** - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

### **SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications.

### **SECTION 00501 - BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications modified as follows:

**00501.00 Scope** - Add the following paragraph(s) to the end of this subsection:

Remove the existing bridge #17C30 over Central Oregon Canal.

Add the following subsection:

**00501.03 Submittals** - Submit unstamped bridge removal plans according to 00150.35 21 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.

- Detailed schedule of bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

**Construction**

**00501.40 Removal and Disposal** – Add the following:

Remove and dispose of existing bridge off site. Remove all elements of the existing bridge and substructure from within the canal limits. Restore the canal channel as shown in the Plans or as directed.

**SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL**

Comply with Section 00510 of the Standard Specifications modified as follows:

**00510.80(b)(1) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

<b>Location</b>	<b>Structure Excavation (Cubic Yard)</b>
24286 (rock)	25
24286 (granular & other)	162

**00510.80(d)(1) Lump Sum** - Add the following to the end of this subsection::

The estimated quantity of granular structure backfill is:

<b>Location</b>	<b>Granular Structure Backfill (Cubic Yard)</b>
24286	96

**SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

Comply with Section 00530 of the Standard Specifications modified as follows:

**00530.80(a) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of reinforcement is:

Structure Number	Uncoated Reinforcement Quantity (Pound)
	Grade 60
24286	3,800

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

### **SECTION 00540 - STRUCTURAL CONCRETE**

Comply with Section 00540 of the Standard Specifications modified as follows:

Add the following subsection:

**00540.43(e) Construction Joints Between Existing and New Concrete** - Construct construction joints between existing and new concrete as shown or directed. If not shown, roughen surfaces on existing concrete and prepare the surfaces for joints located in structural members as specified.

Sand-blast or water-blast existing concrete surfaces where shown or directed. Roughen surface to a uniformly distributed 1/4 inch minimum amplitude surface profile. If approved, bush hammers or scabbler may be used for roughening existing concrete surfaces. Use pneumatic hammers, chipping guns, manual picks and chisels for area with limited access. Do not use pneumatic hammers heavier than a nominal 15 pound class. Remove loosened particles of Aggregate and damaged concrete with a high-pressure washer conforming to 00540.28.

Visually verify the surface profile of all prepared surfaces according to International Concrete Repair Institute (ICRI) Guideline 310.2R-2013 *Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair* - surface profile CSP 7.

Remove all loose particles, dust, dirt, laitance, oil, or film of any sort.

Abrasive-blast exposed existing reinforcing bars according to SSPC Standard SP6 *Commercial Blast Cleaning* or equivalent procedure.

Saturate the existing concrete surface with potable water for 24 hours minimum before placing concrete against the existing surface. Remove standing water in the depressions or hollows of the roughened surface.

Saw cut the top 1 inch of the construction joint surfaces to form a straight line joint before saturating the surface with water and before placing concrete. Where joints are straight and without spalls, the Engineer may waive the saw cut requirement. Hand rub or brush fresh

concrete paste onto the existing concrete surface down to the top mat of reinforcing steel at the beginning of subsequent concrete placement.

**00540.80(a)(1) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Bridge No. 24286

<b>Type and Class</b>	<b>Quantity (Cu. Yd.)</b>
General Structural Concrete, Class 4000	35

### **SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS**

Comply with Section 00550 of the Standard Specifications modified as follows:

**00550.53 Differential Camber Correction** - Replace this subsection with the following subsection:

**00550.53 - Differential Camber Correction for Adjacent Precast Prestressed Concrete Members with No ACP Wearing Surface or with No Cast-in-place Concrete Deck -**

Correct differential Camber between adjacent slabs, box beams or integral deck bulb tee girders in a span (measured in place at the site) by a method approved by the Engineer if the variance between adjacent members or stages is 1/4 inch or more at the top edge corners at midspan.

Equalize the Camber differences by either patching with an epoxy or non-epoxy grout or other approved method, at no additional cost to the Agency. Before patching, clean the area by sandblasting. Water cure the patch for the period of time indicated by the manufacturer. If patching is used, slope it away from the joint on a 1V:6H Slope of flatter.

**00550.80 Measurement -**

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

The quantities of Work performed under this Section will be measured according to the following:

**(a) Length Basis** - Precast prestressed members will be measured on the length basis, and will be the sum of the horizontal lengths shown for each type and size of member. Field measurement of each member length will not be made. The quantities will be determined by calculating the theoretical horizontal length shown, added together for a total for each type and size.

**(b) Lump Sum** - No measurement of quantities will be made for Camber Correction.

Stirrup extension reinforcement will be measured according to 00530.80. Estimated quantities of reinforcement for the lump sum method will be listed in 00530.80(a).

**00550.90 Payment** - Add the following paragraph to the end of this subsection:

Stirrup extension reinforcement, as shown, will be paid for according to 00530.90.

**SECTION 00582 - BRIDGE BEARINGS**

Comply with Section 00582 of the Standard Specifications.

**SECTION 00587 - BRIDGE RAILS**

Comply with Section 00587 of the Standard Specifications modified as follows:

**00587.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

<b>Structure</b>	<b>Rail Type</b>	<b>Quantity (Foot)</b>
Bridge No. 24286	Thrie Beam Rail	89

**00587.90 Payment** – Add the following:

No separate measurement or additional payment will be made for Steel Drainage Curb.

**SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications modified as follows:

**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 3/4"-0 or 1"-0 size.

**00641.41 Mixing, Hauling, and Placing** – Add the following to the end of this subsection:

Place aggregate shoulder material with equipment that is capable of maintaining a consistent shoulder cross slope and width, and without casting material beyond the ordinary limits of the aggregate shoulder as shown in the Plans.

**00641.80 Measurement** – Add the following to the end of this subsection:

Aggregate shoulder material which is placed or cast beyond the ordinary limits of the aggregate shoulder as shown in the Plans will be deducted from the total ticket quantity based on visual estimation by the Engineer.

**00641.90 Payment** – Add the following to the end of this subsection:

No payment will be made for aggregate shoulder material which is placed or cast beyond the ordinary limits of the aggregate shoulder according to 00641.80.

### **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".

**00730.42 Preparation of Underlying Surfaces** – Add the following to the end of this subsection:

Immediately before applying the tack coat, the surface to be tacked shall be clean and dry. Clean all loose material by brooming, flushing with water or other approved methods. Pavement surface shall be cleaned to the apparent existing edge of pavement. Application of tack coat shall not commence until surface cleanliness has been verified and approved by the Engineer.

**00730.44 Applying Tack Coat** - Apply the Emulsified Asphalt with a pressure distributor conforming to 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140 °F and 185 °F as recommended by the manufacturer. Refer to the manufacturer's recommendations for tack coat application rates for the underlying surface type and type of emulsion used. Application rates for tack coat diluted according to 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

Do not place hot mixed asphalt concrete Pavement or Emulsified Asphalt Concrete Pavement on the tack coat until the Emulsified Asphalt separates from the water (breaks), but before it loses its tackiness. Refer to manufacturer recommendations regarding break/set time. Minimize truck traffic on the tacked surface.

**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 1 Ton 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:

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

Provide PG 64-28 grade asphalt cement for this Project.

**00744.44(b) Drop-Offs** - Replace the bullet that begins “Provide warning signs and markings...” with the following bullet:

- Provide warning signs and markings according to Sections 00221, 00222, 00224 and 00225 where abrupt or sloped edge drop-offs greater than 1 inch in height occur.

Add the following subsection:

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

### **SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications.

### **SECTION 00810 - METAL GUARDRAIL**

Comply with Section 00810 of the Standard Specifications modified as follows:

**00810.11 Posts** - Replace this subsection with the following subsection:

**00810.11 Wood Posts** - Furnish wood guardrail posts meeting the requirements of 00810.10.

**00810.13 Guardrail Anchors** - Replace this subsection, except for the subsection number and title, with the following:

Furnish steel guardrail anchors according to Section 02820.

### **SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS**

Comply with Section 00840 of the Standard Specifications.

### **SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 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:**

<b>Botanical Name (Common Name)</b>	<b>PLS Specified Rate (lb/acre)</b>
Lolium Perenne 'Banfield (Banfield Perennial Ryegrass)	16
Festuca Trachyphyllia (Eureka II Hard Fescue)	8
Festuca Ovina Quatro (Quatro Tetraploid Sheep Fescue)	8
Achillea Millefolium (White Yarrow)	1.6
Trifolium Reopens ssp MicroClover (Microclover)	1.6
Nemophila Menziesii (Baby Blue Eyes)	1.6
Lobularia Maritima (Sweet Alyssum)	1.6
Trifolium Fragiferum (Strawberry Clover)	0.8
Bellis Perennis (English Daisy)	0.8

\* 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 02001 - CONCRETE**

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.02 Abbreviations and Definitions:**

Add the following definition:

**Lightweight Concrete** - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins “**Pozzolans** - Fly ash, silica fume...” with the following sentence:

**Pozzolans** - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

**Supplementary Cementitious Materials** - Pozzolans and ground granulated blast furnace slag.

**02001.15(a) Current Mix Designs** - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

**02001.15(b)(1) Trial Batch Plastic Properties** - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

<b>Test</b>	<b>Test Method</b>
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 <sup>1</sup>
Air Content	AASHTO T 152 or T 196 <sup>2</sup>
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 <sup>3</sup>
Water Cement Ratio	<sup>4</sup>

<sup>1</sup> For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.

<sup>2</sup> Use AASHTO T 196 for lightweight concrete.

<sup>3</sup> Cast cylinders in single use plastic molds.

<sup>4</sup> Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

**02001.15(c)(10) Plastic Concrete Tests** – Replace the bullet that begins “Initial slump test result and subsequent...”

- Initial slump test results and subsequent results at 60-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

**02001.15(c)(12) Strength Analysis** - Replace this subsection, with the following subsection:

**02001.15(c)(12) Documentation of Average Compressive Strength** - Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

**02001.20(a) Strength** - Replace Table 2001-1 with the following Table 2001-1:

**Table 02001-1**

<b>Concrete Strength and Water/Cementitious Material (w/cm) Ratio</b>		
<b>Type of Concrete</b>	<b>Strength <math>f'_c</math> (psi)</b>	<b>Maximum w/cm Ratio</b>
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
<b>PPCM's</b> (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

**02001.20(a)(1) Required Average Compressive Strength ( $f'_{cr}$ )** - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

**02001.30(e)(1) HPC Coarse Aggregate Content** - Delete the paragraph that begins “Two or more Aggregate products or sources...”

Add the following subsection:

**02001.50(d) Concrete Strength Testing Technician (CSTT):**

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data

**SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS**

Comply with Section 02030, of the Standard Specifications modified as follows:

**02030.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

**02030.10 Fly Ash** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

**02030.15 Natural Pozzolans** - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

**02030.50 Metakaolin** - Replace this subsection with the following:

**02030.50 High Reactivity Pozzolans** - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

**SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Replace the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing.

Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

### **SECTION 02320 - GEOSYNTHETICS**

Comply with Section 02320 of the Standard Specifications modified as follows:

**02320.10(a)(1) Geotextiles** - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

**02320.10(b) Acceptance Requirements** - Replace this subsection with the following subsection:

**02320.10(b) Identification** - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

**02320.10(c)(1) Geotextiles** - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as "NTPEP listed" in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer's test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

### **SECTION 02510 - REINFORCEMENT**

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.11(c) Coated Reinforcement Ties and Supports** - Replace this subsection, except for the subsection number and title, with the following:

Ties and supports for coated reinforcement, including ties for coated to uncoated reinforcement connections, shall be nonmetallic coated.

### **SECTION 02560 - FASTENERS**

Comply with Section 02560 of the Standard Specifications modified as follows:

**02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods** - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

### **SECTION 02690 - PCC AGGREGATES**

Comply with Section 02690 of the Standard Specifications modified as follows:

**02690.20(e) Grading and Separation by Sizes for Prestressed Concrete** - Replace this subsection with the following subsection:

**02690.20(e) Grading and Separation by Sizes** - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-1**  
 Gradation of Coarse Aggregates  
 Percent passing (by Weight)

Size Number	Nominal Size Square Openings	Sieve Size											
		(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ¾ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

\* Use two or more separated sizes which when combined meet these gradation limits.

\*\* See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

**02690.20(f) Grading and Separation by Sizes for Other Concrete** - Delete this subsection.

**02690.30(g) Grading** - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

###