

BIDDING DOCUMENTS

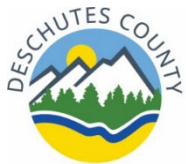
PROJECT: HAMEHOOK RD BRIDGE #17C32
REPLACEMENT

PROJECT #: W66129

BID OPENING: SEPTEMBER 4, 2024 2:00PM

COMPLETION DATE: JUNE 30, 2025

CONTRACTING AGENCY:



**ROAD
DEPARTMENT**

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



BIDDING DOCUMENTS

HAMEHOOK RD BRIDGE #17C32 REPLACEMENT

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PROJECT PLANS, TITLED "HAMEHOOK RD BRIDGE #17C32 REPLACEMENT, August 2024"

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2024

The Specification that is applicable to the Work on this Project is the 2024 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
HAMEHOOK RD BRIDGE #17C32 REPLACEMENT**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon 97702, until but not after, **2:00 p.m. on September 4, 2024**, 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 \$1,600,000 and \$2,000,000. The Work will consist of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Install, maintain, and remove erosion and sediment control measures.
- Remove and dispose of existing bridge and roadway infrastructure.
- Perform earthwork and drainage.
- Construct new bridge and appurtenant features.
- Construct new aggregate base and asphalt concrete pavement.
- Install guardrail, permanent signs and permanent pavement markings.
- Install fences and gates.
- 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, Sr. Transportation Engineer, in writing at 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 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "BID FOR HAMEHOOK RD BRIDGE #17C32 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 4, 2024 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - HAMEHOOK RD BRIDGE #17C32 REPLACEMENT" prior to 4:00 p.m. on September 4, 2024 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: August 14, 2024
THE BEND BULLETIN: August 14, 2024

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 completed items listed in Section 18 of the Information for Bidders.

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, Sr. Transportation Engineer, in writing at:

Email: blaine.wruck@deschutescounty.gov; or

Mailing Address: 61150 SE 27th 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
HAMEHOOK RD BRIDGE #17C32 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 ORS 279C.838, ORS 279C.840 or 40 U.S.C. 3141 to 3148.

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 _____, 2024.

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 _____, 2024.

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	00223	Automated Flagger Assistance Device	EACH	2	\$	\$
004	00230	Construct and Remove Temporary Roadbed and Surfacing	LS	1	\$	\$
005	00253	Temporary Work Access and Containment	LS	1	\$	\$
006	00270	Temporary Chain Link Panel Fence	FOOT	335	\$	\$
007	00280	Erosion Control	LS	1	\$	\$
008	00290	Pollution Control Plan	LS	1	\$	\$
<u>Part 00300 - Roadwork</u>						
009	00305	Construction Survey Work	LS	1	\$	\$
010	00310	Removal of Surfacing	SQYD	3278	\$	\$
011	00310	Asphalt Pavement Saw Cutting	FOOT	180	\$	\$
012	00310	Removal of Fences	LS	1	\$	\$
013	00320	Clearing and Grubbing	LS	1	\$	\$
014	00330	Embankment In Place	CUYD	3800	\$	\$
<u>Part 00400 - Drainage and Sewers</u>						
015	00445	8 Inch 3034 PVC pipe, 5 Foot Depth	FOOT	20	\$	\$
016	00470	Concrete Inlets, Type G-2	EACH	1	\$	\$
017	00480	Drainage Curbs	FOOT	45	\$	\$
<u>Part 00500 - Bridges</u>						
018	00501	Bridge Removal Work	LS	1	\$	\$
019	00510	Structure Excavation	CUYD	49	\$	\$
020	00510	Granular Structure Backfill	CUYD	22	\$	\$
021	00520	Furnish HP 14x89 Steel Piles	FOOT	308	\$	\$
022	00520	Preboring Piles	FOOT	112	\$	\$
023	00530	Reinforcement, Grade 60	LB	8852.4	\$	\$
024	00540	General Structural Concrete, Class 4000	CUYD	79	\$	\$
025	00545	Reinforced Concrete Bridge Approach Slabs	SQYD	173	\$	\$
026	00550	30 Inch Precast Prestressed Slabs	FOOT	741	\$	\$
027	00585	Hot Applied Joint Sealant	LS	1	\$	\$
028	00587	3 Tube Curb Mount Rail	LS	1	\$	\$
<u>Part 00600 - Bases</u>						
029	00620	Cold Plane Pavement Removal, 3 Inches Deep	SQYD	2300	\$	\$
030	00641	Aggregate Base and Shoulders	TON	2902	\$	\$
<u>Part 00700 - Wearing Surfaces</u>						
031	00744	Level 3, 1/2 Inch ACP Mixture	TON	1570	\$	\$
032	00744	Level 3, 1/2 Inch ACP in Leveling	TON	40	\$	\$

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 00800 - Permanent Traffic Safety and Guidance Devices</u>						
033	00810	Guardrail Transition	EACH	4	\$ _____	\$ _____
034	00810	Midwest Guardrail System, Type 3	FOOT	170	\$ _____	\$ _____
035	00810	Guardrail Anchors, Type 1	EACH	4	\$ _____	\$ _____
036	00810	Guardrail End Pieces, Type B	EACH	4	\$ _____	\$ _____
037	00865	Thermoplastic, Sprayed, Surface, Non-Profiled	EACH	8245	\$ _____	\$ _____
038	00867	Pavement Bar, Type AB	SQFT	12	\$ _____	\$ _____
039	00867	Pavement Legend, Type AB: Transverse Speed Reduction Marker	EACH	20	\$ _____	\$ _____
<u>Part 00900 - Permanent Traffic Control and Illumination Systems</u>						
040	00905	Remove and Reinstall Existing Signs	LS	1	\$ _____	\$ _____
041	00920	Sign Support Footings	LS	1	\$ _____	\$ _____
042	00930	Perforated Steel Square Tube Slip Base Sign Supports	LS	1	\$ _____	\$ _____
043	00940	Signs, Standard Sheeting, Sheet Aluminum	SQFT	85	\$ _____	\$ _____
<u>Part 01000 - Right of Way Development and Control</u>						
044	01030	Permanent Seeding	ACRE	0.8	\$ _____	\$ _____
045	01012	Water Quality Swale	LS	1	\$ _____	\$ _____
046	01040	Rock Mulch	TON	60	\$ _____	\$ _____
047	01050	Type 1 Fence	FOOT	310	\$ _____	\$ _____
048	01050	Remove and Rebuilding Gates	EACH	2	\$ _____	\$ _____

TOTAL BID: _____

FOR DESCHUTES COUNTY USE ONLY	ADD _____ % FOR NON-RESIDENT BIDDER
	TOTAL BID _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: HAMEHOOK RD BRIDGE #17C32 REPLACEMENT

Bid #: W66129 Bid Closing Date: September 4, 2024 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 HAMEHOOK RD BRIDGE #17C32 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 _____, 2024.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

CONTRACT
FOR
HAMEHOOK RD BRIDGE #17C32 REPLACEMENT

THIS CONTRACT is made and entered into, this _____ day of _____, 2024, 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: _____

PATTI ADAIR, CHAIR

TITLE: _____

ANTHONY DEBONE, VICE CHAIR

DATE: _____

PHIL CHANG, COMMISSIONER

ATTEST:

RECORDING SECRETARY

APPROVED AS TO CONTENT:

ROAD DEPARTMENT DIRECTOR

APPROVED AS TO FORM:

COUNTY LEGAL COUNSEL

INFORMATION ONLY

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 _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

HAMEHOOK RD BRIDGE #17C32 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 _____ 2024.

(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 _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

HAMEHOOK RD BRIDGE #17C32 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 _____, 2024.

(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.

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

Deschutes County:

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other authorized insurer)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Agency of said cancellation or change and will obtain alternate coverage.

Dated _____, 20__

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

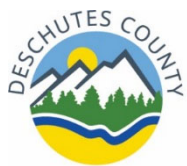
For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.

SPECIAL PROVISIONS

PROJECT: HAMEHOOK RD BRIDGE #17C32 REPLACEMENT

PROJECT #: W66129


CONTRACTING AGENCY:




**ROAD
DEPARTMENT**

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

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature 	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision. Sections <u>00210,00220,00221,00222,00225,00230,00253,00270,</u> <u>00280,00290,00305,00320,00330,00340,00445,00470,00480,00</u> <u>641,00730,00744,00810,00850,00860,00905,01012,01030,0140</u> <u>,01050</u>
Date Signed: <u>08/02/2024</u>	

Seal w/signature 	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision. Sections <u>00501,00510,00520,</u> <u>00530,00540,00545,00550,00582,00585,00587</u>
Date Signed: <u>08/02/2024</u>	

SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the Hamehook Bridge Replacement project:

1. Install and maintain temporary traffic control.
2. Install, maintain, and remove erosion and sediment control measures.
3. Remove and dispose of existing bridge and roadway infrastructure.
4. Perform earthwork and drainage.
5. Construct new bridge and appurtenant features.
6. Construct new aggregate base and asphalt concrete pavement.
7. Install guardrail, permanent signs and permanent pavement markings
8. Install fences and gates.
9. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2024 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

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, 2025.

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:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- Deschutes County Bids and RFPs website:
www.deschutescounty.gov/rfps
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

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.

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

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

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

HAMEHOOK RD BRIDGE #17C32 REPLACEMENT
August 2024

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)
- Certification of Workers' Compensation Coverage (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.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered –

Replace the sentence that begins with “Any clarification of Plans and Specifications...” with the following:

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Agency representative listed in the Information for Bidders contained in the Bidding Documents.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids –

Replace all instances of “ODOT eBIDS” with “Deschutes County Bids and RFPs”.

Delete the last paragraph.

00120.40(a)(1) Paper Bids – Replace all instances of “ODOT eBIDS” and “BidExpress” with “Deschutes County Bids and RFPs”.

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

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

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

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

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

00120.40(f) Disclosure of First-Tier Subcontractors – Replace all instances of “ODOT eBIDS” and “BidExpress” with “Deschutes County Bids and RFPs”

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 Road Department 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 by:”

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 – Replace the bullet beginning with “The Bid is submitted on documents not obtained...” with the following bullet

- The Bid is submitted on documents not obtained directly from the Deschutes County Bids and RFPs website (see 00110.05(e)), or is submitted by a Bidder who is not registered on the Agency’s “Bid Documents/Plan Holders List”, as required by 00120.05.

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 at:

<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 Contracts Unit" 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's 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's 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.

00150.30 Delivery of Notices – Delete the paragraph that begins with “Following Notice to Proceed, all notices and other documents...”

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

Utility	Contact Person's Name, Email, and Phone Number
Central Electric Cooperative	Joel Simmons, joel.simmons@pacificcorp.com , 503-813-6993
City of Bend Sewer	Jason Suhr jsuhr@bendoregon.gov (541) 317-3053
Fatbeam	Patrick Gottbreht patrick.gottbreht@fatbeam.com 360-888-3211

00150.50(g) Utility Information (Anticipated Relocations):

The following Utilities listed in Table 00150-2 will be relocating and adjusting Utilities within the limits of the Project during the period of the Contract:

Table 00150-2

Utility	Contact Person's Name, Email, and Phone Number
Lumen (Telecom Utility #1)	Trevor Gilbert trevor.w.gilbert@lumen.com Cell: (458) 231-3146
TDS (Telecom Utility #2)	Chester Parker Chester.Parker@tdstelecom.com Cell: (541) 480-8963

The Contractor shall allow Utilities, their contractors and authorized representatives access to the Work area to complete relocation Work according to the schedule listed below in Table 00150-3:

Table 00150-3

Relocation Phase	Nature of Relocation Work	Relocation Duration
Phase 1	Trenching and Installation of Conduits within New Road Fill	21 Calendar Days
Phase 2	Attach Ducts to New Bridge Install Cables	7 Calendar Days
Phase 3	Cutover of Existing to New Facilities Removal of Existing Facilities from BR #17C32	7 Calendar Days

The Contractor shall contact the Engineer to obtain a copy of the approved Utility Relocation Plans.

(1) Lumen – “Telecom Utility #1”:

The Contractor shall notify the Telecom Utility #1 in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor is scheduled to commencing Work. The Contractor shall also notify the Telecom Utility #1 in writing, with a copy to the Engineer, a minimum of 14 calendar days in advance of each Relocation Phase according to progress of the contract Work.

The Contractor shall make reasonable accommodation to prepare the site for Utility relocations, including removing equipment or materials from areas identified in the Utility Relocation Plans and avoiding conflicts with Utility relocation work activities to the maximum extent feasible.

(2) TDS – “Telecom Utility #2”:

The Contractor shall notify the Telecom Utility #2 in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor is scheduled to commencing Work. The Contractor shall also notify the Telecom Utility #2 in writing, with a copy to the Engineer, a minimum of 30 calendar days in advance of Relocation Phase 1, and a minimum of 14 days in advance of Relocation Phases 2 and 3 according to progress of the contract Work.

The Contractor shall make reasonable accommodation to prepare the site for Utility relocations, including removing equipment or materials from areas identified in the Utility Relocation Plans and avoiding conflicts with Utility relocation work activities to the maximum extent feasible.

(3) North Unit Irrigation District – “Irrigation District”:

The Contract Work includes constructing irrigation facilities within the Project limits as shown in the Contract Plans. The Contractor shall notify the Irrigation District in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor is scheduled to begin performing work within the limits of 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://www.northunitid.com/> 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 within or 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.

The Contractor shall not mobilize or operate equipment within the irrigation canal. The Contractor is solely responsible for remediating any damage that may occur to the canal channel as a result of the Contractor's operations to the satisfaction of the Irrigation District.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment –
Replace the first bullet with the following:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases. Maximum speeds of construction equipment shall be limited to 25 mph unless otherwise approved by the Agency.

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.

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

This is a Type D project.

00165.30(c) Acceptance of Field-Tested Materials – Replace the first sentence with the following:

The Agency may elect to verify the Contractor's test results for field-tested Materials according to the Quality Assurance Program in the MFTP.

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

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.08 Electronic Document Management - Delete this subsection.

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 and July 5, 2024 Amendments). The wage rates can be found at the following web address:

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

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

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$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 endorsing 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
- Parametrix

(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 endorse as an 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
- Parametrix

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Limited Duration Road Closure	00220.40(f)
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 North Unit Irrigation District canal.

Irrigators have legal rights to use irrigation water from the canals and channels of the North Unit Irrigation District in Madras, Oregon.

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 North Unit Irrigation District.

During the non-irrigation season of November 1 through March 31, the Contractor shall allow one or more stock water runs according to the schedule on the North Unit Irrigation District website. The Contractor shall contact the North Unit 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, 2025.

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 Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, 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, Securities and Other Instruments – Delete this subsection.

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

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

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

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

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

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

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

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

Delete the fifth paragraph.

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- During stage construction, provide continuous 24-hour flagger operation using Automated Flagger Assistance Devices. Occupy the advance flagger stations, as directed.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

00220.02(c) Bicyclists - Add the following to the end of the bulleted list:

- During flagging and 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 may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Stage 2b: Up to ten (10) consecutive calendar days, one lane traffic on Hamehook Road utilizing 24-hour flagging
- Stage 3: Up to seven (7) consecutive calendar days, one lane traffic on Hamehook Road utilizing 24-hour flagging

The length of the Work Zone shall not exceed 1 mile without prior approval from the Engineer.

00220.40(f) Road Closure - The Contractor will be permitted to close all Traffic Lanes on the following roadways, non-concurrently, for up to the indicated durations:

- Pioneer Loop road between Hamehook Road and approximately 200 feet North for up to four (4) weeks for road construction.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit the following, 5 Calendar Days before the preconstruction conference:

Contractor-Traffic Control Plan – Contractor to provide a TCP. Do not use TCP developed by the Contractor, unless approved by the Engineer.

The Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

At a minimum the TCP shall meet all requirements of the Contract documents. Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed detour routes and associated TCM.
- Proposed order and duration of the TCM.
- A contingency plan for flagging operations when traffic queues affect intersection operations at the Deschutes Market Road / Hamehook Road intersection.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above.

0221.90 (b) Temporary Protection and Direction of Traffic - Add the following bullet to the end of this subsection:

- Traffic Control Plan

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

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

- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs on Hamehook Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- Install a "24 HR FLAGGING AHEAD" (CW20-9) sign in each direction approximately 250 feet prior to the "BE PREPARED TO STOP" sign. Remove the temporary signs when 24-hour flagging is no longer required, or as directed.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 1000 feet in advance of Structure No. 24363, facing northbound and eastbound incoming traffic on Hamehook Road, prior to opening to traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after opening the Structure No. 24363 to traffic.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

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

- At least fourteen (14) Calendar Days before the Pioneer Loop closure, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
PIONEER LOOP CLOSURE	(DATE) TO (DATE)

Add the following sentence to the end of this subsection:

Furnish and install a minimum of three (3) PCMS as directed for the duration of the Contract work.

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.

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).

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

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

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

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

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

SECTION 00230 – TEMPORARY ROADBED AND SURFACING

Section 00230, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00230.00 Scope - This Work consists of constructing, maintaining, and removing temporary Roadbeds and Surfacing, as shown or directed.

Materials

00230.10 Materials - Furnish Materials meeting the following requirements:

Aggregate Base.....	00640.10
Level 2 ACP Mixture	00744.50
Emulsified Asphalt Tack Coat.....	00730.11

Commercial ACP may be allowed upon approval by the Engineer according to 00744.50.

00230.11 Earthwork - Furnish Materials required to construct the Roadbed according to Section 00330 and as shown.

Construction

00230.40 Earthwork - Construct temporary embankments and excavation outside the permanent Roadbed according to the applicable parts of Section 00330, except density testing to verify compaction will not be required. Compact the embankment material according to 00330.43(c). Ensure that Earthwork that remains in place as permanent Roadbed meets all requirements of Section 00330.

00230.43 Aggregate Base - Place and compact Aggregate Base according to the applicable parts of Section 00640.

00230.44 Asphalt Concrete Pavement - Place ACP to the lines and grade shown or directed. Compact ACP according to 00744.

00230.45 Emulsified Asphalt Tack Coat - Apply Emulsified Asphalt according to the applicable parts of Section 00730.

Maintenance

00230.60 Surface Maintenance - Maintain temporary surfaces according to 00220.60.

Finishing and Cleaning Up

00230.70 General - When temporary surfaces are no longer needed, do the following:

- Remove all related materials.
- Restore the area on which the temporary Surfacing and associated Roadbed occupied to the original ground contours, or as directed.
- Apply permanent seeding to the area occupied by the temporary Surfacing and associated Roadbed, if required, according to Section 01030.
- Dispose of excess materials according to 00330.41(a)(4).

Measurement

00230.80 Measurement - No measurement of quantities will be made for Work performed under this Section. It is estimated that the following approximate quantities of Materials will be required:

Material	Amount
Construct Temporary Roadbed and Surfacing:	
Embankment	20 cu. yd.
Aggregate Base.....	90 ton
ACP Mixture	45 ton
Emulsified Asphalt Tack Coat.....	0.2 ton
Remove Temporary Roadbed and Surfacing:	
Excavation.....	60 cu.yd.

Quantities include only those quantities placed or removed outside the permanent Roadbed Neat Line.

Permanent seeding will be measured according to 01030.80.

Payment

00230.90 Payment - The accepted quantities of Work performed under this Section, except for permanent seeding Work, will be paid for at the Contract lump sum amount for the item "Construct and Remove Temporary Roadbed and Surfacing".

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

Permanent seeding will be paid according to 01030.90.

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications modified as follows:

00253.00 Scope - Add the following paragraph to the end of this subsection:

On Structure No. 17C32, provide temporary work access and containment systems for the removal of the existing bridge and its components, including the guardrail, surfacing, timber beams, and center bent as shown in the plans. The contractor must protect the existing canal concrete liner and submit documentation of the liner's condition before and after the work. The contractor shall remove the existing bridge during the irrigation off-season and coordinate the removal with the North Unit Irrigation Canal District according to the stock run schedules as specified in 00150.50(g).

SECTION 00270 - TEMPORARY FENCES

Comply with Section 00270 of the Standard Specifications modified as follows:

00270.10 Material – Replace the sentence that begins “Provide new Material...” with the following paragraph:

Provide new Material meeting the requirements of 01050.10. Used Materials in like new condition may be provided if approved by the Engineer. See 00270.70.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041.
- 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 from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.

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.

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 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.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins “Trim branches obstructing sight...” with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00330 – EARTHWORK

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

00330.90 Payment – Remove the sentence that begins with “Watering of materials....”

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

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 portions of the existing bridge over NUID Canal as shown.

Add the following subsection:

00501.03 Submittals - Submit unstamped bridge removal plans according to 00150.35 14 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.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications.

SECTION 00520 - DRIVEN PILES

Comply with Section 00520 of the Standard Specifications modified as follows:

Add the following subsection:

00520.10(a) Grout - Furnish Sand/cement grout mixture with a minimum compressive strength of 4000psi at 28 Days conforming to 02080.40.

00520.11 Engineer's Estimated Length List - Add the following to the end of this subsection:

The Engineer's estimated lengths of steel piling are:

Location	Number	Length (feet)	Type and Size	Coating Top Elevation ¹	Coating Bottom Elevation ¹
Bent 1	1	21	HP14x89	n/a	n/a
Bent 1	2	21	HP14x89	n/a	n/a
Bent 1	3	21	HP14x89	n/a	n/a
Bent 1	4	21	HP14x89	n/a	n/a
Bent 1	5	21	HP14x89	n/a	n/a
Bent 1	6	21	HP14x89	n/a	n/a
Bent 1	7	21	HP14x89	n/a	n/a
Bent 2	1	23	HP14x89	n/a	n/a
Bent 2	2	23	HP14x89	n/a	n/a
Bent 2	3	23	HP14x89	n/a	n/a
Bent 2	4	23	HP14x89	n/a	n/a
Bent 2	5	23	HP14x89	n/a	n/a
Bent 2	6	23	HP14x89	n/a	n/a
Bent 2	7	23	HP14x89	n/a	n/a

¹ Protective coating system and color requirements according to 00594.10.

00520.41(d) Preboring – Add the following paragraphs to the end of this subsection:

Use augering, wet-rotary drilling or other approved methods of preboring as directed.

Use temporary Casing or other approved method of drillhole support, in caving or unstable ground to permit the drillhole shaft to be formed to the minimum design drillhole diameter. Do not use drilling fluid containing bentonite. Stabilize and repair detrimental ground movements caused by caving or other unstable drillhole conditions, as determined by the Engineer.

After completion of driving, fill any void space remaining around the pile with Portland Cement grout according to 00520.44.

Add the following subsection:

00520.44 Grouting - Furnish and place grout according to the following:

(a) Grouting Piles - Measure the grout quantity and pumping pressure during the grouting operations. Provide the Engineer with records showing the quantities, test data, and grout pressures.

After drilling, flush the hole with water to remove drill cuttings, rock dust and other loose debris. Use a stable sand cement grout with a minimum 28 Day unconfined compressive strength of 4000psi. Mix admixtures, if used, in accordance with manufacturer's recommendations. Use grouting Equipment that produces a grout free of lumps and undispersed cement. Equip the pump with a pressure gauge to monitor grout pressures. Place a second pressure gauge at the point of injection. Ensure that the pressure gauges are capable of measuring pressures of at least 150 psi or twice the actual grout pressures used by the contractor, whichever is greater. Size the grouting Equipment to enable the grout to be pumped in one continuous operation. Constantly agitate the grout prior to pumping. Place grout within one hour after mixing the grout or, if admixtures are used, within the time recommended by the manufacturer. Discard grout not placed within the allowed time limit.

Inject the grout from the lowest point of the drillhole by tremie methods until clean, pure grout flows from the top of the excavation. Do not breach the tremie at any point during grout placement. The grout may be pumped through grout tubes, Casing, hollow-stem augers, or drill rods. Control the grout pressures and grout takes to prevent excess grout take, excessive ground heave, and fracturing of Rock formations. Fill the drillhole to the elevations indicated in the Plans with grout containing no voids or inclusions. Subsequent to tremie grouting, all grouting operations must ensure complete continuity of the grout column. The use of compressed air to directly pressurize the fluid grout is not permissible. Upon completion of grouting, the grout tube may remain in the hole. Fill grout tube with grout if left in place.

If caving occurs during grout placement, the pile may be rejected.

(b) Grout Testing - Ensure that grout attains the minimum required compressive strength of 4000psi. Previous test results for the proposed grout mix, completed within one year of the start of work, or manufacturer documentation providing the 28-day compressive strength, may be submitted for initial verification of the required compressive strengths prior to installation.

During production, test the grout for compressive strength according to AASHTO T 106 (ASTM C109) for grout cubes or AASHTO T 22 (ASTM C39) for cylinders at a frequency of no less than three samples from each grout plant each Day of operation or three samples from each grout plant per every 10 piles, whichever occurs more frequently. Calculate the average of the three samples tested to determine the compressive strength.

Determine grout consistency, as measured by grout density according to AASHTO T 121 (ASTM C138) or API RP-13B-1, at a frequency of at least one test per verification or proof test Micropile, conducted just prior to start of grouting.

Take grout samples directly from the grout plant. Provide grout cube compressive strength and grout density test results to the Engineer within 24 hours of testing.

(c) Casing Removal – Remove all Temporary Casing during or after completion of grout placement. Do not start Temporary Casing removal until the level of fresh grout within the casing has reached the level necessary to adequately counteract the external hydrostatic pressure head. Casing that cannot be extracted during, or immediately after, the concrete placement operation may be cause for rejection of the shaft.

(d) Grout Curing - Allow the grout to cure a minimum of 7 Calendar Days prior to loading.

Add the following subsection:

00520.80(h) Grouting Piles – No measurement of quantities will be made for grouting piles. The estimated quantity of non-shrink grout is:

Structure	Quantity (Cubic Yard)
24363	13

00520.90 Payment – Insert the following paragraph after the paragraph beginning with “Items (d) and (e) include...”:

Item (f) includes furnishing equipment, materials and incidentals necessary to pre-bore and grout piles to the depths specified in the Plans.

In the paragraph beginning with “No separate or additional payment...”, add the following bullet to the list:

- Pile grouting according to 00520.44.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications.

SECTION 00545 - REINFORCED CONCRETE BRIDGE APPROACH SLABS

Comply with Section 00545 of the Standard Specifications modified as follows:

00545.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing reinforced portland cement concrete bridge approach slabs and sleeper slabs at the locations shown or as directed, and in close conformity to the lines, grades and dimensions shown or established.

SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications.

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications.

SECTION 00585 - EXPANSION JOINTS

Comply with Section 00585 of the Standard Specifications modified as follows:

00585.80 Measurement - Add the following to the end of the subsection:

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
24363	Hot Applied Joint Sealant	84

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:

Structure	Rail Type	(Foot)
24363	3 Tube Curb Mount Rail	154

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

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

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

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications 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 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:

00730.42 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 sweeping, 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 5 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

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

Add the following section:

00744.50 Temporary Surfacing Course - Provide ACP for temporary Surfacing that is a well-graded, uniform, durable commercial mix. All new Materials must be hot mix unless otherwise approved by the Engineer. The Contractor is responsible for the quality of Material furnished according to Section 00165 and for maintaining the surface in a condition appropriate for the facility.

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 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place Pavement markings only when the Pavement is ready for the Pavement marking material according to the manufacturer's installation instructions.

00850.45 Installation – Add the following to the end of this subsection:

Do not place liquid thermoplastic striping materials within one week of a rainfall event without prior written approval from the Engineer.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows.

00867.90 Payment - Add the following to the end of the sentence that begins with "Item (q) includes one...":

Item (q) includes 8-inch wide x 12-inch white transverse bars to form the speed reduction markings.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

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

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

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Slip Base Sign Supports	1.7 cu. yd.

SECTION 00930 - METAL SIGN SUPPORTS

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

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	
Perforated Steel Square Tube Slip Base Sign Supports	845

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraphs to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This Work consists of furnishing and installing water quality biofiltration mixture as shown.

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

(a) **Scarify** - Scarify the subsoil area a minimum 12 inches deep.

(b) **Placement of Water Quality Mixture** - Place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

01012.71 Removal - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Mixture".

Excavation will be paid according to 00330.90.

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.

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:

Water Quality Swale Seeding Mixture:

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Pseudoroegneria spicata (Bluebunch Wheatgrass)	16
Leymus cinereus (Great Basin Wild Rye)	8
Deschampsia caespitosa (Tufted Hair Grass)	8
Festuca idahoensis (Idaho fescue)	1.6
Koeleria macrantha (Prairie Junegrass)	1.6
Poa sandbergii (Sandberg's Bluegrass)	1.6

Permanent Seed Mixture:

Name	Mixture %
Anatone Bluebunch Wheatgrass	35
Nezpurs Idaho Fescue	25
Rimrock Indian Ricegrass	15
Canbar Canby Bluegrass	15
Turkey Lake Bottlebrush Squirreltail	7.5
Appar Blue Flax	2.5

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.

01030.43(b) Permanent Seeding – Add the following at the end of this subsection:

All Water Quality Swales are first to be seeded with the Permanent Seeding mixture. The remainder of the disturbed areas of the project shall be seeded with the Permanent Seeding mixture as directed by the Engineer. Add the following subsection:

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

Add the following subsection:

01050.90(f) Removing and Rebuilding Gate - Removing and rebuilding Gates will be paid for at the Contract unit price, per Each, for the item "Removing and Rebuilding Gates".

No separate or additional payment will be made for new Material necessary to complete the rebuilding of Gates.

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