

DESCHUTES COUNTY



BID DOCUMENTS FOR THE OVERLAY OF DODDS ROAD

PRE-BID MEETING: JULY 14, 2016 10:00 A.M.

BID OPENING: JULY 19, 2016 2:00 P.M.

COMPLETION DATE: OCTOBER 14, 2016

PRE-BID MEETING

FOR THE OVERLAY OF
DODDS ROAD

There will be a **Pre-Bid meeting** at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon on **Thursday, July 14, 2016 at 10:00 a.m.**

Questions concerning the Overlay of the Dodds Road project will be discussed at this time to clarify the proposed work to be done.

DESCHUTES COUNTY, OREGON

**CONTRACT DOCUMENTS FOR
THE OVERLAY OF
DODDS ROAD**

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**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
FOR THE OVERLAY OF
DODDS ROAD**

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 July 19, 2016 at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud. 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 July 19, 2016 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT" "THE OVERLAY OF DODDS ROAD" prior to 4:00 p.m. on July 19, 2016 at the above location.

The proposed work consists of the following:

- 1) Overlay of approximately 4.4 miles of Dodds Road from Obernolte Road to Alfalfa Market Road
- 2) Excavation and replacement of base material along the pavement edge/shoulder for the length of the project
- 3) Removal of pavement on the existing bridge deck
- 4) Performance of such additional and incidental work as specified in the typical sections and specifications.

Specifications and other bid documents may be inspected and obtained at the Deschutes County Road Department, 61150 S.E. 27th Street, Bend, Oregon 97702 or the Deschutes County website, www.deschutes.org. Inquiries pertaining to these specifications shall be directed to George Kolb, County Engineer, telephone (541) 322-7113.

Bids shall be made on the forms furnished by the County, **incorporating all contract documents**, 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 THE OVERLAY OF DODDS ROAD**" and the name and address of the bidder.

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

Bidders shall be prequalified with the State of Oregon in accordance with ORS 279C.430 – 279C.450 and Deschutes County Code 12.52.020. The prequalification classification required for this project is "(ACP) Asphalt Concrete Paving and Oiling" and "(EART) Earthwork and Drainage". 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
Department Director

PUBLISHED:
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INFORMATION FOR BIDDERS

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

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

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

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

The bidder shall sign his 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. NOTE: A proposal must include a complete set of Contract documents, including specifications, Addenda, etc.

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

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

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

5% of the total project bid, but at least \$15,000, or

\$350,000 regardless of the percentage of the total project bid.

For each subcontractor listed, Include:

The name, address and telephone number of the subcontractor:

The category of work that the subcontractor would be performing.

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

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

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

Notice – Bidder's Requirements: Bidders are required to disclose information about certain first-tier subcontractors when the contract value estimated by the contracting Agency for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or

(ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission or within two working hours after bid closing:

- (a) The subcontractor's name, and
 - (b) The category of work that the subcontractor would be performing.
- 2) If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.
 - 3) Bidder shall submit the disclosure form required by OAR 137-049-0360 either in its bid submission or separately within two working hours after Bid Closing in the manner specified by the invitation to bid.
 - 4) Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
 - 5) County shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. County is not required to determine the accuracy or completeness of the information provided on disclosure forms.
 - 6) Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. County shall accept written submissions filed under the statute as public records. Aside from issues involving inadvertent clerical error under ORS 279.585(5), County does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

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

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

11. **Award of Contract.** The award of the contract will be made by the County on the basis of the proposal which in its sole and absolute judgment will best serve the interest of the County.

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

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

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

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

13. **Performance Bond and Payment Bond.** The successful bidder shall file with the County, at the time of execution of the contract, a Performance Bond and a Payment Bond each of not less than the contract price on the forms furnished by the County. The Surety Company furnishing the required bonds shall have a sound financial standing and a record of service satisfactory to the County, and shall be authorized to do business in the State of Oregon. In lieu of a Performance Bond, the contractor may file cash, a Certified or Cashier's Check made payable to Deschutes County, Oregon. This money, check or certificate will be held by the County conditioned on and subject to the same provisions as set forth in the attached Performance Bond. ORS 279C.380 allows no flexibility for a cash deposit in lieu of a Payment Bond.

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

14. **Required Public Works Bond.** Before starting work on this project the Contractor and every subcontractor to which Contractor is a party for the performance of work under this contract must have a public works bond filed with the Construction Contractors Board, 700 Summer St. NE, Suite 300, Salem, Oregon 97309-5052, before starting work on the project, unless exempt under section 2 (7) or (8) of 2005 Oregon Laws Chapter 360 ORS 279C.836(7) or (8). Every subcontract to which Contractor is a party for the performance of work under this contract shall contain a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on this project, unless exempt under ORS 279C.836 (7) or (8) section 2 (7) or (8) of 2005 Oregon Laws Chapter 360.

15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the bid bond accompanying the bid shall be forfeited, the proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and the work is re-advertised.

16. **Disclaimer of Responsibility.** Neither the County nor the Road Department Director will be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from the drawings, specifications, or other pre-bid documents, or be in doubt as to their meaning, he shall notify the County at least seven (7) calendar working days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications, which, if issued, will be hand delivered or sent by regular mail, email and fax to all prospective bidders receiving a set of such documents, not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become part of the Agreement.
17. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish. Licensing shall include without limitation registration with Construction Contractors Board and in the case of professional engineers and architects proof of current licensing with the appropriate State licensing board.
18. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
- a. Each Bid must be submitted on forms furnished by the County, and include a complete set of contract documents.
 - b. Each Bid must be signed by the bidder.
 - c. Bid security, in the required form and amount, must accompany each bid.
 - d. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
 - e. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Road Department Director at the time and place specified for bid opening.
 - f. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
 - g. A conditional bid will not be considered.
 - h. Any bid submitted without all of the pages of the bid documents, but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, shall be deemed to have been submitted with the missing pages for purposes of bid evaluation. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.

20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Road Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.
22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact the Road Department Director or his representatives at (541) 388-6581 or email George Kolb at georgek@deschutes.org. or call (541) 322-7113.
23. **Prequalification of Bidders.**
Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430 and Deschutes County Code 12.52.020. The prequalification class is as shown in the Invitation to Bid. This contract is subject to ORS 279C.800 to 279C.870. The prequalification classification required for this project is "(ACP) Asphalt Concrete Paving and Oiling and (EART) Earthwork and Drainage". The successful bidders and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468.710.
24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

GENERAL CONDITIONS

1. **Prevailing Rates of Wage.** This Contract is subject to State Prevailing Wage Rates published by the Oregon Bureau of Labor and Industries, and, if applicable the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. The following internet link maybe used to obtain the access to State and Federal prevailing Wage Rates:
http://www.oregon.gov/BOLI/WH/PWR/pwr_book.shtml

2. **Required Conditions in Public Works Contract and Contract Specifications ORS 279C.800 to 279C.870.** County shall pay to the Bureau of Labor and Industries a fee equal to one tenth of one percent (.001) of the contract price but no less than \$250 nor more than \$7,500 regardless of the contract price; that the fee shall be paid no later than the date on the contract is signed and that the fee shall be delivered to the Bureau at the following address: Prevailing Wage Rate Unit, Wage and Hour Division, Bureau of Labor and Industries, 800 NE Oregon Street #32, Portland, OR 97232.

Posting Requirements. Contractors shall post the prevailing wage rates applicable to the project in a conspicuous place at the site of work. The posting shall be easily accessible to employees working on the project.

When a contractor or subcontractor provides for or contributes to a health and welfare plan or pension plan for employees who are working on a public works project, the contractor or subcontractor shall post a notice containing the following information:

- (1) A description of the plan or plans;
- (2) Information on how and where claims can be made; and
- (3) Where to obtain more information .

All required postings shall be posted in the same place and shall be in a conspicuous place at the site of work and shall be easily accessible to employees working on the project.

3. **Required Payroll Submissions.** Contractors and subcontractors on public works projects are required to prepare **weekly**-certified payroll reports and statements and submit them to the public contracting agency by the fifth business day of each month. Contractors and subcontractors who fail to submit certified payroll reports as described above, will be subject to a twenty five percent (25%) withholding of the amounts owed by the County.

Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. These are public records and must be made available on request. Contractors may submit their own report as long as it contains all the same information as the WH-38 form. Contractors must complete the statement of certification and attach it to the payroll submissions.

4. **Contracting Agency Payments.** If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or

Subcontractor by any person, or the assignee of the person, in connection with the public improvement contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.

5. **Interest Rate For Failure to Make Payment.** If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract for a public improvement within 30 days after receipt of payment from the County or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
6. **Construction Contractors Board Complaint.** If Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
7. **Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following.**
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract. If Contractor has the assistance of other persons in the performance of this Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a direct responsibility employer under ORS 656.407, and furnish County with evidence of said insurance. If Contractor performs this contract without the assistance of any other person, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability from Workers' Compensation provided in ORS 656.029 (2).
8. **Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency, and shall provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.

9. **Constraints.** Pursuant to the requirements of ORS 279C.500 through 279C.545 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
- A. Contractor shall:
 - (1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Agreement.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - (5) Demonstrate that an employee drug testing program is in place prior to execution of this Contract.
 - B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officers representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement.
 - C. Employees of Contractor shall be paid at least time and a half or all overtime worked in excess of eight hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, except individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
 - D. Employees of Contractor providing labor shall be paid at least time and a half for all work performed on Saturday and Sunday and the following legal holidays:
 - a) New Year's Day on January 1.
 - b) Memorial Day on the last Monday in May.
 - c) Independence Day on July 4.
 - d) Labor Day on the first Monday in September.
 - e) Thanksgiving Day on the fourth Thursday in November.
 - f) Christmas Day on December 25.
 - E. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
 - F. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other

needed care and attention incident to sickness and/or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- G. This Agreement 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.
- H. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126 (2)

10. Early Termination. This Contract may be terminated as follows:

- a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1. If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. This Contract may be modified to accommodate the change in available funds.
 - 2. If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - 3. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this contract, and if County has no funds legally available for consideration from other sources.
 - 4. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:

1. If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 2. If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 3. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach. Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate. If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

11. Payment on Early Termination. Upon termination pursuant to paragraph 10, payment shall be made as follows:

- a. If terminated under subparagraphs 10 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not, however, pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 10 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 10 e. of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract (a) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.

12. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 10 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination. Contractor may not incur obligations or liabilities after Contractor receives written notice of termination. Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 10 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards. Additionally, County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- c. In addition to the remedies in paragraphs 10 through 12 of this Contract for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are provided by law.
- d. If previous amounts paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- e. If the County breaches this Contract, Contractor's sole monetary remedy shall be (a) with respect to services compensable on a hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claims(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.
- f. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

- g. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
 - h. **LIQUIDATED DAMAGES.** It is impractical to determine the actual damages that the County would sustain in the event the project is not completed by **October 14, 2016**. Therefore, the Contractor shall pay to the County, not as a penalty, but as liquidated damages, **\$500.00** per day, or any portion thereof, for each day in which the project is not completed by such date.
 - i. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
13. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
14. **Work Standard.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this contract, Contractor agrees to:
- a. Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - b. Complies with all applicable legal requirements;
 - c. Complies with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - d. Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
15. **Hold Harmless.** To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).
16. **Contractor Not An Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.

17. **Partnership.** County 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.
18. **Insurance.** In conjunction with all services performed under this agreement: Contractor shall furnish proof of the types and amounts of insurance indicated in Exhibit 1, attached hereto and by this reference incorporated herein. County reserves the right to require completed, certified copies of all required insurance policies, at any time.
19. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112, and all regulations and administrative rules established pursuant to those laws.
20. **Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this agreement in accordance with Paragraph 10 of this Contract.
21. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
22. **Claim, Action, Suit or Proceeding.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
23. **Land Use Permit.** This contract does not constitute a land use permit, nor does acceptance of this Contract by Contractor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
24. **Drug Testing Program.** The drug testing program in place at execution of this Contract shall remain in place for the duration of the Contract.
25. **Records Maintenance; Right to Audit Records.**
 - A. **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting

principles (“GAAP”). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document.

- 1) Their performance; and
- 2) Any claims arising from or relating to their performance under this Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records and all other records, hereafter referred to as “Records”) accessible to the County at reasonable times and places, whether or not litigation has been filed as to such claims.

B. Inspection and Audit. County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the Records of any Entity that has submitted cost or pricing data according to the terms of a Contract to the extent that the Records relate to such cost or pricing data. If the Entity must provide cost or pricing data under a Contract, the Entity shall maintain such records that relate to the cost or pricing data for 3 years from the date of final payment under the Contract, unless a shorter period is otherwise authorized in writing.

C. Records Inspection; Control Audit. County, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor’s or subcontractor’s Records, as provided in Section A of this rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of 3 years from the date of final payment under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later, unless a shorter period is otherwise authorized in writing.

26. Contract 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/dccode/Title2/docs/Chapter%202.37doc>

27. Contractor Certifies. By execution of this contract, Contractor certifies, under penalty of perjury, that:

- A. To the best of Contractor’s knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and
- B. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

28. Contract Provisions. Contractor shall make all provisions of this contract with the County applicable to any subcontractor performing work under the contract.

29. Contract Content. This Contract and attached exhibits and attachments constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for

the specific purpose given. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

30. SB 675 (2015) Representation and Covenant.

(a) Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

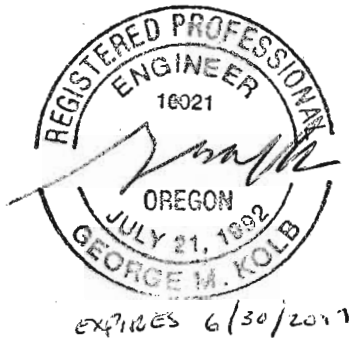
(b) Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.

(c) Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

DESCHUTES COUNTY
ROAD DEPARTMENT
61150 SE 27TH STREET
BEND, OREGON 97702

SPECIAL PROVISIONS

THE OVERLAY OF
DODDS ROAD



SPECIAL PROVISIONS
FOR THE OVERLAY OF
DODDS ROAD

WORK TO BE DONE

This contract consists of the following work in Deschutes County, Oregon:

- 1) Overlay of approximately 4.4 miles of Dodds Road from Obernolte Road to Alfalfa Market Road
- 2) Excavation and replacement of base material along the pavement edge/shoulder for the length of the project
- 3) Removal of pavement on the existing bridge deck
- 4) Performance of such additional and incidental work as specified in the typical sections and specifications.

Said work to be performed in Deschutes County in the vicinity of Bend, Oregon.

APPLICABLE STANDARD SPECIFICATIONS

Except as otherwise provided in these special provisions, the standard specifications which are applicable to work on this project are **Oregon Standard Specifications for Construction, 2015**, hereinafter referred to as the Standard Specifications are incorporated herein.

All number references in these special provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing like numbers.

**SECTION 00110 – ORGANIZATION, CONVENTIONS,
ABBREVIATIONS AND DEFINITIONS**

This work shall be performed in accordance with Section 00110 of the Standard Specifications, supplemented and/or modified as follows:

00110.20 Definitions:

Agency – County of Deschutes.

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

SECTION 00150 - CONTROL OF WORK

This work shall be performed in accordance with Section 00150 of the Standard Specifications, supplemented and/or modified as follows:

00150.10 (a) Order of Precedence – The Engineer will resolve any discrepancies between these documents in the following order of precedence:

1. Information to Bidders

2. General Conditions
3. Special Provisions
4. Plans specifically applicable to the project
5. Standard or General Plans
6. Supplemental Specifications
7. Standard Specifications

00150.50 Cooperation with Utilities - The Contractor shall contact all known utility owners prior to the preparation of his bid to determine the nature, extent and location of all existing, adjusted or new utility facilities and shall reflect any additional cost resulting therefrom in his bid.

00150.50 (c) Contractor's Responsibilities – Add the following to this subsection:

The Agency will not be responsible for any claims by the utility companies for damage to their facilities lying within the project limits. Any existing, adjusted, or new utility facilities which are to remain within the right-of-way shall be properly protected by the Contractor to prevent disturbance or damage resulting from construction operations.

00150.50 (d) Delays – Revise this subsection to read as follows:

The Agency will not be responsible for any claims for additional compensation from the Contractor resulting from delays, inconvenience or damage sustained by him due to interference from utility appurtenances, or the operation of moving same, other than as provided in subsection 00180.80.

00150.50 (e) Notification – Revise this subsection to read as follows:

The Contractor shall, at least 24 hours in advance of performing any work in the immediate vicinity of utility lines, contact the utility facilities. This project is located within the area covered by the Deschutes Utility Coordinating Council, which has been set up on a "one call" system for notifying all owners of utilities of work being performed in the vicinity of their facilities. The "One Call" system telephone number is 1-800-332-2344 or 811.

SECTION 00165 - QUALITY OF MATERIALS

This work shall be performed in accordance with Section 00165 of the Standard Specifications, supplemented and/or modified as follows:

00165.04 Costs of Testing – Delete this subsection and substitute the following:

Tests of materials will be made by and at the expense of the Agency in accordance with methods described or designated in the applicable specifications and at any time during the production, fabrication, preparation and use of the materials as directed by the Engineer. The Contractor shall withhold from using the materials represented by the samples until tests have been made and the materials found equal to the requirements of the specifications or to approved samples.

00165.30 (a) Contractor's Duties – Delete the second bulleted item of this subsection

00165.30 (b) Types of Tests – Delete this subsection and substitute the following:

The following materials sampling and testing schedule is the minimum frequency for sampling and testing on the project. More frequent testing will be required at the contractor's expense if materials are borderline or fail to meet the quality standards.

TYPE OF CONSTRUCTION	MATERIAL	TESTS	MINIMUM FREQUENCY OF SAMPLING AND TESTING	PROCEDURE SAMP TEST	
Excavation		Moisture Density Curve	1-test per each Soil Type		AASHTO T99
		Nuclear Density in Place % Compaction	1-Test per 1000 ft. of roadway. Minimum Testing frequency to be increased as necessary for adequate control. Testing frequency of structures to be determined by Engineer		AASHTO T130
Aggregate Base	Aggregate at time of Placement on Grade	Gradation SE-LL-PL Fracture (Gravels) Dry unit Weight	1 random test each 1000' of roadway. Note: An increase in the above frequency to a minimum of 1 test for each 500' is to be made when test results indicate a borderline or failing material	AASHTO T-2	OSHD T-27 T-90
	Aggregate base in place	Density in Place % Compaction	1 test per 1,000' per lane placed. Additional tests to be taken after recompaction of any failing areas. (Top Lift Only)		
	A.C. Mix	Aggregate Gradation % Asphalt	1 test per 1,000 tons Note: Increase above frequency to Minimum of 1 - test per each 500 tons when test results indicate borderline or failing material Minimum of test 1 shift	AASHTO T-168	AASHTO T-30
Asphalt	A.C. in Place	Core Method Density in Place % Compaction	1 test each 1/2 mile per lift per longitudinal joint *		AASHTO T-166
		Nuclear Method Density in Place % Compaction	1 test each 1/2 mile/lift/lane. (If a failing test is encountered, a check test at immediate area is to be taken. If both tests fail, then determine failure area by additional testing).		*ODOT **See Below

* Minimum compaction requirement for the Control Strip is 92% of the Maximum Specific Gravity (gmm) of the JMF multiplied by 62.4, unless approved by the Engineer.

** Contractor must achieve no less than 98% of the Control Strip for the duration of job.

00165.30 (c) Acceptance of Field Tested Materials – Revise this subsection to read as follows:

The Contractor's test results for field-tested materials will be verified by the Agency. If the acceptance testing reveals that the Contractor's data is incorrect, the Agency will perform additional testing to determine whether the materials meet specifications. If the materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract.

00165.40 Statistical Analysis – Delete this subsection

00165.50 Statistical Acceptance Sampling and Testing – Delete this subsection

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

This work shall be performed in accordance with Section 00170 of the Standard Specifications, supplemented and/or modified as follows:

00170.03 Furnishing Right-of-way and Permits: Delete the last bullet of this subsection

00170.10 (a) Prompt Payment by Contractor for Labor and Materials: Revise third bulleted item to read as follows:

- Not permit any lien or claim to be filed against the Agency or any political subdivision thereof, on account of any labor or material furnished in performance of the Contract; and

00170.80 (d) Vandalism and theft: Revise this subsection to read as follows:

The Contractor is responsible for damage resulting from vandalism and the Contractor's operations or negligence, and shall make good any defective work or materials according to Section 00150.

00170.85(b)(2) General Warranty for Local Agency Projects: Revise the second paragraph to read as follows:

The Contractor shall warrant all work and workmanship: including Changed Work, Additional Work, Incidental Work, On-Site Work and Extra Work and Materials and Equipment incorporated in the Work, for two years from the date of final acceptance, except that manufacturers' warranties and extended warranties according to 00170.85(C) shall not be abridged.

SECTION 00180 - PROSECUTION AND PROGRESS

This work shall be performed in accordance with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.40 Limitation of Operations – Add the following at the end of this subsection:

Limitations of operations specified in these special provisions include, but are not limited to:

<u>Limitation</u>	<u>Subsection</u>
Utilities Work	00150.50
Final Completion Time	00180.50
Public Safety	00220.02
Traffic Restrictions	00220.40

00180.40 (a) In General – Add the following to the second bulleted item:

The Engineer may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.40 (b) On-Site Work – Delete the fifth and sixth bulleted items in this subsection.

00180.40 (b) On-Site Work – Add the following to the end of this subsection:

For the purpose of these provisions, "on-site" work shall be understood to mean any physical construction work at the project site except for installation of temporary signs as required under Section 00225 of the Supplemental Standard Specifications.

00180.41 (c) Substitution of Type "B" or "C" Schedule – Delete this subsection

00180.42 Preconstruction Conference – Revise the wording in this subsection to read as follows:

Before any work is performed under this contract and within 14 calendar days after the award of bid, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

00180.50 Contract time to complete work - All work to be done under this contract shall be completed **ON OR BEFORE OCTOBER 14, 2016**.

Contractor shall do no work before receiving the "Notice to Proceed".

00180.85 (b) Liquidated Damages - Add the following to the end of this subsection:

Per diem amount of liquidated damages for this contract will be **\$500.00 per calendar day**.

SECTION 00195 - PAYMENT

This work shall be performed in accordance with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.50(a) (1) Progress Estimates - Delete the first sentence and substitute:

Once each month, on the 25th of the month, the Engineer will make an estimate of the amount of work completed and of the value of such completed work.

00195.50 (b) Retainage - Revise the first sentence to read as follows:

The amount to be retained from progress payments will be 2.5% of the value of Work accomplished and will be retained as specified in subsection (c)(1) Cash, Alternate A.

00195.90 (b) Final Payment – Add the following to this subsection:

The final payment will not be made until the final clean-up has been completed and approved by the Engineer.

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

This work shall be performed in accordance with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Revise the third sentence to read as follows:

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.

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies (b) through (e) –
Delete these subsections and substitute the following:

(b) Step 1: Community Dispute Resolution Program – The Contractor shall request that the Engineer arrange a meeting with the Community Dispute Resolution Program in order to present the denied or partially denied claim for review and discussion. This meeting will take place within 21 Calendar Days of the Agency’s receipt of the request, or as otherwise agreed by the parties. The review will proceed as follows:

1. A third party mediator will be chosen by the Agency.
2. The Mediator will be a representative of the construction community familiar with the administration of road construction and related contracts utilizing the Standard Specifications for Highway Construction, 2008 edition, as published by the State Highway Division, State of Oregon.
3. The Mediator will have no direct involvement in the contract and will not be an employee of the Agency.
4. Compensation for the hearing official, if any, will be shared equally by the Contractor and the Agency.
5. The Mediator will hear presentations and review written documentation from the Contractor and Agency.
6. An attempt will be made at this meeting to come to an agreement between the Agency and the Contractor concerning the dispute.
7. If an agreement cannot be reached, the two parties shall proceed to Step 2.

(c) Step 2: Binding Arbitration – The parties may agree to binding arbitration and the claim will be reviewed by a single arbitrator using the Construction Industry Arbitration Rules of the American Arbitration Association with the following conditions and exceptions:

1. The location of the arbitration shall be in Bend, Oregon.
2. Each party shall bear its own costs (except arbitration filing costs), expert witness fees, and attorney fees.
3. Arbitration filing costs and any arbitrator’s fees will be divided equally between the Agency and the Contractor.
4. Judgment upon the award rendered by the arbitrator may be entered in a court in Deschutes County, Oregon.

(e) Step 4: Litigation – 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 in Deschutes County, Oregon within six months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

00199.50 Mediation – Delete this subsection.

SECTION 00220 ACCOMMODATIONS FOR PUBLIC TRAFFIC

This work shall be performed in accordance with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.60 (a) (1) Contractor Responsibility - Add the following bulleted items to this subsection:

- Maintain surfaces of detours and intermediate stage construction during the time they are being use by public traffic.
- Abrupt edges on (occupied) driveways greater than 2" must be backfilled and traversable within a 24 hour period of producing said edge.

00220.60 (a) (2) Agency Responsibility - Delete the second bulleted item from this subsection.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

This work shall be performed in accordance with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

00225.90 (b) Temporary Protection and Direction of Traffic – Add the following bulleted item to this subsection:

- Furnishing and placing detour signs required when any roads are closed as a result of the construction.

00225.91 Temporary Signing – Revise item (a) to read as follows:

Item (a) will be payment in full for signs, regardless of type. No separate or additional payment will be made for flags, sign flag boards, or posts and other supports. Payment for Temporary Signs will be full compensation for signs that are installed on wooden posts for the duration of the job. All other signing will be paid for under Temporary Protection and Direction of Traffic.

SECTION 00290 – ENVIRONMENTAL PROTECTION

This work shall be performed in accordance with Section 00290 of the Standard Specification supplemented and/or modified as follows:

00290.32 Noise Control – add the following bullet to the first paragraph:

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

SECTION 00330 – EARTHWORK

This work shall be performed in accordance with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

00330.00 Scope – Revise this subsection to read as follows:

This work consists of saw cutting the existing road approximately 10.5 feet from centerline, removal of existing pavement, aggregate base and shoulder material to a width of approximately 3.25 feet and a depth of eight (8) inches as shown in the contract documents.

00330.41 (a-6) Excavation of Existing Surfaces – Revise this subsection to read as follows:

Unless otherwise specified, earthwork shall include the excavating, hauling and depositing of existing pavements and of all rock or gravel surfacing materials on existing roadbeds when such materials are within the limits of the excavating work.

If an abutting roadway or structure, or part of a roadway or structure, is to be left in place, make cuts according to 00310.41(a).

00330.81 Excavation Basis Measurement – Paragraph two of this subsection shall be modified to read as follows:

The pay quantity for “Excavation” was determined using the dimensions for a trench width of 3.25 feet and a depth of eight (8) inches. The pay quantities of “Excavation” will be limited to the neat lines shown on the typical section for Dodds Road. The pay quantities WILL NOT include additional quantities required due to work outside of the neat lines (unless specified) or additional quantities resulting from expansion or swell of excavated materials. If at any time during the construction the contractor feels that this is not an accurate representation of actual excavation quantities, he shall notify the County immediately of the possible discrepancy and it shall be his responsibility to collect the data necessary to determine the actual amount of excavation. The cost of this data collection will be considered incidental and no separate payment shall be made.

ESTIMATED PROJECT IN PLACE QUANTITIES

GENERAL EXCAVATION	16,620 C.Y.
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00330.90 General – Revise the first bulleted item of this subsection to read as follows:

- Watering used in connection with compaction and preparation of roadway excavations, will be considered incidental to and included in the payment for particular items or parts of the work which are excluded from these specifications.

00330.93 Excavation Basis Payment – There will be payment for the following items:

<u>Pay Item</u>	<u>Unit of Measurement</u>
General Excavation	Cubic Yard

Payment for "General Excavation" includes all labor, equipment, saw cutting of existing pavement and incidentals needed to complete the work as shown in the contract documents.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

This work shall be performed in accordance with Section 00620 of the Standard Specifications supplemented and/or modified as follows:

00620.00 Scope – Revise this subsection to read as follows:

This work shall consist of removing the existing pavement over the existing bridge on Dodds Road. Pavement shall be removed to a depth of approximately 3 inches over the entire deck and then tapered back to match into existing pavement on either side of the bridge.

00620.80 General - Revise this subsection to read as follows:

Cold plane pavement removal completed and accepted will be measured in place by the square yard (S.Y.) When the Bid Schedule shows that the depth of pavement to be removed is variable, the depth as called out is an estimate and will be considered approximate only but will not exceed 3 inches.

00620.90 General - Revise this subsection to read as follows:

Payment for performing all work required to remove and dispose of the existing pavement will be made at the Contract price per square yard (S.Y.) of the item "Cold Plane Pavement Removal, 2" – 4" deep".

Temporary wedges constructed, maintained and removed under 00620.40 (d) will be at the Contractor's expense.

Payment will be payment in full for furnishing all equipment, labor and incidentals necessary to complete the work as specified.

SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS

This work shall be performed in accordance with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

00641.10 Materials - Revise the first paragraph to read as follows:

Aggregate for bases and shoulders shall be sized as specified. Base aggregate shall be dense-graded unless otherwise specified. Shoulder aggregates shall be ¾"-0 size.

00641.10 General - Add the following to this subsection-

The following additional requirements for base aggregate only are added to this subsection-

Sieve Size	1"-0	¾"-0
Passing	Percentages (by weight)	

No. 40	5 – 20	8 – 26
No. 200	0 – 12	0 – 15

The minimum dry unit weight for base aggregate shall be 100 lbs./cf. per O.S.H.D TM 201-86 (AASHTO)

00641.12 Limits of Mixture - Revise the second sentence to read as follows-

Water shall be introduced in a mixing plant.

00641.15 Quality Control - Delete subsections (a) and (b) and replace with the following-

Tests of materials will be made by and at the expense of the County in accordance with methods described or designated in the applicable specifications and at any time during the production, fabrication, preparation and use of the materials as directed by the Engineer.

00641.20 (b) Road Mix - Delete this subsection

00641.30 Quality Control Personnel - Delete this subsection

00641.41 (b) Road Mix - Delete this subsection

00641.83 Area Basis - Revise this subsection to read as follows

Aggregate Base will be measured by the square yard of top surface area as shown on the standard drawing. Maximum dimensions for payment of 8” aggregate base will be based on the 3.25 foot width and overall length of the project on each side of the road. Aggregate shoulders will be measured by the square yard of top surface area between the edge of pavement and shoulder hinge points. The full thickness of Aggregate Base will be identified by the pay item in the bid schedule. The full width of Aggregate Shoulders will be identified by the pay item in the bid schedule. Where the plans call for or the Engineer directs construction of aggregate base to a thickness other than the nominal thickness, these areas will be adjusted by converting them to an equivalent number of square yards of nominal thickness or a proportionate volume basis. Any shoulder material installed beyond the width specified in the plans will be considered incidental and no separate payment will be made.

00641.90 General - This subsection shall be modified to include the following-

<u>Pay item</u>	<u>Unit of Measurement</u>
2' Aggregate Shoulders	Square Yard
4" (depth) Aggregate Base	Square Yard
8" (depth) Aggregate Base	Square Yard

SECTION 00730 – ASPHALT TACK COAT

This work shall be performed in accordance with Section 00730 of the Standard Specifications supplemented and/or modified as follows:

00730.11 Asphalt – Delete the first sentence and replace with the following:

The asphalt to be used in the tack coat shall be CSS-1 or CRS-2 cationic emulsified asphalt.

SECTION 00745 – HOT MIXED ASPHALT CONCRETE (HMAC)

This work shall be performed in accordance with Section 00745 of the Standard Specifications, supplemented and/or modified as follows:

00745.11 (a) Asphalt Cement - Revise this subsection to read as follows:

Asphalt cement shall meet the requirements listed in ODOT's publication, "Standard Specifications for Asphalt Materials" PG 58-34.

00745.12 (a) Mix Type - Revise this subsection to read as follows:

A Level 3, (3/8") Dense graded ACP is specified for this project

00745.16(a) (4) Testing Frequency - Delete the last two paragraphs of this subsection.

00745.23 Pavers - Add the following bulleted item to this section:

- Minimum allowable length of electronic "ski" will be thirty five (35) feet.

00745.24 (a) Steel-Wheeled Rollers – Add the following to this subsection

Heavier or lighter rollers may be required at the direction of the Engineer for compaction purposes.

00745.24 (c) Pneumatic-tired Rollers - Add the following bulleted item to this subsection:

- Pneumatic-tired rollers shall be used for compaction on the leveling course only. The pneumatic-tired rollers shall be self-propelled and be capable of exerting ground pressure of at least 80 pounds per square inch of tire contact area. The maximum rate of travel of pneumatic-tired rollers shall not exceed 3 MPH. The rolling shall continue until the entire surface has been compacted by a minimum of four coverages of the pneumatic-tired roller.

00745.40 Season and Temperature Limitations - Revise the first sentence of this subsection to read as follows:

Place ACP during the dates indicated, and when the temperature of the surface that is to be paved is not less than the temperature indicated unless directed otherwise by the Engineer.

00745.46 (b) Depositing - Revise the first sentence of this subsection to read as follows:

The asphalt mixture shall be deposited in a windrow, then picked up and placed in the asphalt paver, unless otherwise directed by the Engineer.

00745.46 (c) Placing – Add the following bulleted item to this subsection:

- Loads that cannot be placed due to adverse weather conditions or pooling of water on the surface will be rejected and disposed of at the contractor's expense.

00745.49 Compaction - Agency will be responsible for all material testing on the project.

00745.49 (b) Normal Pavement (Nominal Thickness 2 Inches or Greater) - Modify this subsection to apply to all courses of Asphaltic concrete rather than only those of 2" thickness or greater.

00745.49 (c) Thin Pavement – Revise the first sentence to read as follows:

Compaction to a specified density will not be required for patches.

00745.80 General - Revise this subsection to read as follows:

Measurement for payment of asphalt concrete pavement will be on a ton basis. The quantity to be paid for will be the number of tons of asphalt concrete constructed to the full nominal thickness called for by the plans or as directed by the Engineer as completed and accepted. Tonnage shall be verified by the Contractor through the submission of weight tickets for each hauling vehicle for each trip. Weight tickets shall be received and approved by the Engineer prior to payment. Asphalt cement will not be separately measured for payment.

00745.90 General - Revise this subsection to read as follows:

The accepted quantities of HMAC incorporated into the project, whether or not recycled materials are used, will be paid for at the Contract price per ton for the following items:

<u>Pay Item</u>	<u>Unit of Measurement</u>
Level 3, (3/8") Dense graded ACP (PG 58-34)	Ton
ESTIMATED QUANTITY	
Dodds Road	Overlay 10,927 Tons

Payment will be payment in full for furnishing and placing the materials and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

00745.95 Price Adjustments - Delete this subsection and substitute the following:

Asphalt concrete pavement which does not comply with compaction requirements shall be removed and replaced or, at the discretion of the Engineer, be subject to a price reduction determined from the following table:

PRICE REDUCTION SCHEDULE

<u>%MAXIMUM DENSITY (Normal Method)</u>	<u>%PAY</u>	<u>%TARGET DENSITY (Control Strip Method)</u>
92.0 and above	100	98.0 and above
91.5 – 91.9	95	97.5 – 97.9
91.0 – 91.4	90	97.0 – 97.4
90.5 – 90.9	85	96.5 – 96.9
90.0 – 90.4	80	96.0 – 96.4
89.5 – 89.9	70	95.5 – 95.9
89.0 – 89.4	60	95.0 – 95.4
Below 89.0	0 – 50	Below 95.0

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

This work shall be performed in accordance with Section 00749 of the Standard Specifications, supplemented and/or modified as follows:

00749.13 Asphalt Concrete - Revise this subsection to read as follows:

The asphalt pavement used to construct and match existing intersections and private driveways shall be Level 3 (3/8”) dense graded ACP.

<u>PAY ITEM</u>	<u>UNIT OF MEASUREMENT</u>
Extra for Asphalt Approaches	Each
Pavement Removal	Each

00749.80 General: - Shall be modified to state: Pay quantities for work covered under this section will be measured for payment by Method B – Complete in Place Basis.

00749.90 General: - Revise this subsection to read as follows:

Aggregate base used in the construction of intersection aprons shall be compacted to a thickness of 4 inches as directed by the Engineer and will be paid for in the Bid Item “**4 (Depth) Aggregate Base**”. The pavement used to construct the intersection apron shall be 2” Level 3, (3/8”) dense graded ACP and will be paid for in the Bid Item “**Level 3, (3/8”) dense graded ACP (PG 58-34)**”. Any earthwork performed in the construction of the intersections will be considered incidental and will be included in the Bid Item, “**4 (Depth) Aggregate Base**”.

All labor, materials and incidentals needed to complete the paving of intersection and private driveways will be paid for under the bid item, “**Extra for Asphalt Approaches**”. Any additional materials, labor, equipment needed to complete intersection and driveway paving will be considered incidental and no separate payment will be made. Locations of intersections and driveways will be marked in the field by the Engineer.

Driveways and Approaches that require paving separate from Mainline Paving will be considered an Asphalt Approach and will be paid for in the bid item “Extra for Asphalt Approaches”.

Saw cutting of paved driveways necessary to match into existing pavement will be considered incidental and no separate payment will be made.

Sweeping and cleaning of individual driveways to allow installation of ACP apron will be considered incidental and no separate payment will be made.

Pavement removal is to be done at the following locations:

*** SEE "PAVEMENT REMOVAL LOCATIONS" IN APPENDIX "C"**

Asphalt approaches are at the following locations:

*** SEE "ASPHALT APPROACH LOCATIONS" IN APPENDIX "C"**

**BID PROPOSAL
FOR THE OVERLAY OF
DODDS ROAD**

TO: DIRECTOR
Road Department, 61150 SE 27th Street
Bend, Oregon 97702

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

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

Bidder (is) (is not) a resident bidder of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

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

Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property damage. Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

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

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

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

If the Bidder is awarded a contract on this Proposal, the Surety who will provide the performance bond will be _____, whose address is

STREET	CITY	STATE	ZIP
--------	------	-------	-----

BID SCHEDULE
FOR THE OVERLAY OF
DODDS ROAD

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>COST</u>
10	MOBILIZATION	ALL	L.S.	\$ _____	\$ _____
20	TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	ALL	L.S.	\$ _____	\$ _____
30	FLAGGERS	500	HRS.	\$ _____	\$ _____
40	PILOT CAR	140	HRS.	\$ _____	\$ _____
50	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	\$ _____	\$ _____
ROAD WORK					
DODDS ROAD					
60	GENERAL EXCAVATION	3715	C.Y.	\$ _____	\$ _____
70	LEVEL 3 (3/8") DENSE GRADED ACP (PG 58-34)	10927	TONS	\$ _____	\$ _____
80	ASPHALT IN TACK COAT	26	TONS	\$ _____	\$ _____
90	PAVEMENT REMOVAL	2	EACH	\$ _____	\$ _____
100	COLD PLAN PAVEMENT REMOVAL, 2"- 4" DEPTH	400	S.Y.	\$ _____	\$ _____
110	EXTRA FOR ASPHALT APPROACHES	8	EACH	\$ _____	\$ _____
120	2' AGGREGATE SHOULDERS	10250	S.Y.	\$ _____	\$ _____
130	4" (DEPTH) AGGREGATE BASE	175	S.Y.	\$ _____	\$ _____
140	8" (DEPTH)AGGREGATE BASE	16620	S.Y.	\$ _____	\$ _____
150	PROJECT TOTAL				\$ _____

BID PRICE: (written words) _____
_____ DOLLARS.

- NOTE:
- A. Bidder must bid on all Items #10 through #150
 - B. All bids must be accompanied by a bid security in the amount of ten percent (10%) of the amount of Item #150
 - C. The successful bidder must post both a performance and a payment bond each in the amount of one-hundred percent (100%) of the awarded contract amount Item #150 to guarantee that the successful bidder will fulfill all of his obligations under this agreement.

The name of the Bidder who is submitting this Proposal is:

_____, of
_____, CCB# _____ TELEPHONE _____
ADDRESS CITY STATE ZIP

which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this proposal as principals, are as follows:

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set his (its) hand this _____ day of _____, 2016.

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 _____, 2016.

Name of Corporation

By: _____

Title: _____

Attest: _____

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 _____

hereinafter called the Oblige, 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 herein is herewith submitting his or its bid proposal for the overlay of Dodds Road 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 _____, 2016.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **FOR THE OVERLAY OF DODDS ROAD**

Bid #: N/A Bid Closing: Date: July 19, 2016 Time: 2:00 p.m.

Name of Bidding Contractor: _____

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

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

<u>NAME</u>	<u>DOLLAR VALUE</u>	<u>CATEGORY OF WORK</u>
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: _____

CONTRACT

THIS CONTRACT, made and entered into, in duplicate, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter called "County" and _____, hereinafter called "Contractor," for the project entitled:

FOR THE OVERLAY OF DODDS ROAD

WITNESSETH:

THAT the said Contractor, in consideration of the sums to be paid by the County in the manner and at the times 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 things in accordance with the applicable contract documents, bound herewith, and in accordance with such alterations or modifications of the same as may be made by the County, and according to 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 Contract Documents, consisting of Invitation to Bid, Information for Bidders, General Conditions, Special Provisions, Bid Proposal, Bid Schedule, Award, Bid Bond, Subcontractor Disclosure, Contract, Performance Bond, Payment Bond, Certificate of Insurance, Prevailing Wage Rates, Oregon Standard Specifications, Typical Section, Project Location, Plans and Standard Drawings 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 this Contract in all things shall be governed by the laws of the State of Oregon, and the Ordinances of the County.

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 of the Road Department Director and to his satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the 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, and schedule of contract prices.

IN WITNESS WHEREOF, DESCHUTES COUNTY has caused this agreement to be signed in its name, by its Board of County Commissioners, duly attested by its Recording Secretary; and the said Contractor has caused this Agreement to be signed and sealed the same as of the _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ANTHONY DEBONE, COMMISSIONER

ATTEST:

RECORDING SECRETARY

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED:

CHRIS DOTY
Road Department Director

APPROVED AS TO FORM:

LEGAL COUNSEL

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 _____

(Name of Owner)

(Address of Owner)

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 _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the 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 the OWNER, with or without notice to the Surety and during the **TWO YEAR GUARANTY PERIOD**, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which is may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the 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 the said 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 the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2016.
(No.)

ATTEST:

(Principal) Secretary

(Principal)

(SEAL)

BY _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

AGENT OF RECORD TELEPHONE

(SEAL)

BY _____

Witness as to Surety

Attorney-in-Fact

(Address)

(Address)

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)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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 _____ 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the 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 the said 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 the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
(No.)
shall be deemed an original, this the _____ day of _____, 2016.

ATTEST:

(Principal) Secretary

(SEAL) _____(s)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY

AGENT OF RECORD TELEPHONE

Surety

BY _____
Attorney-in-Fact

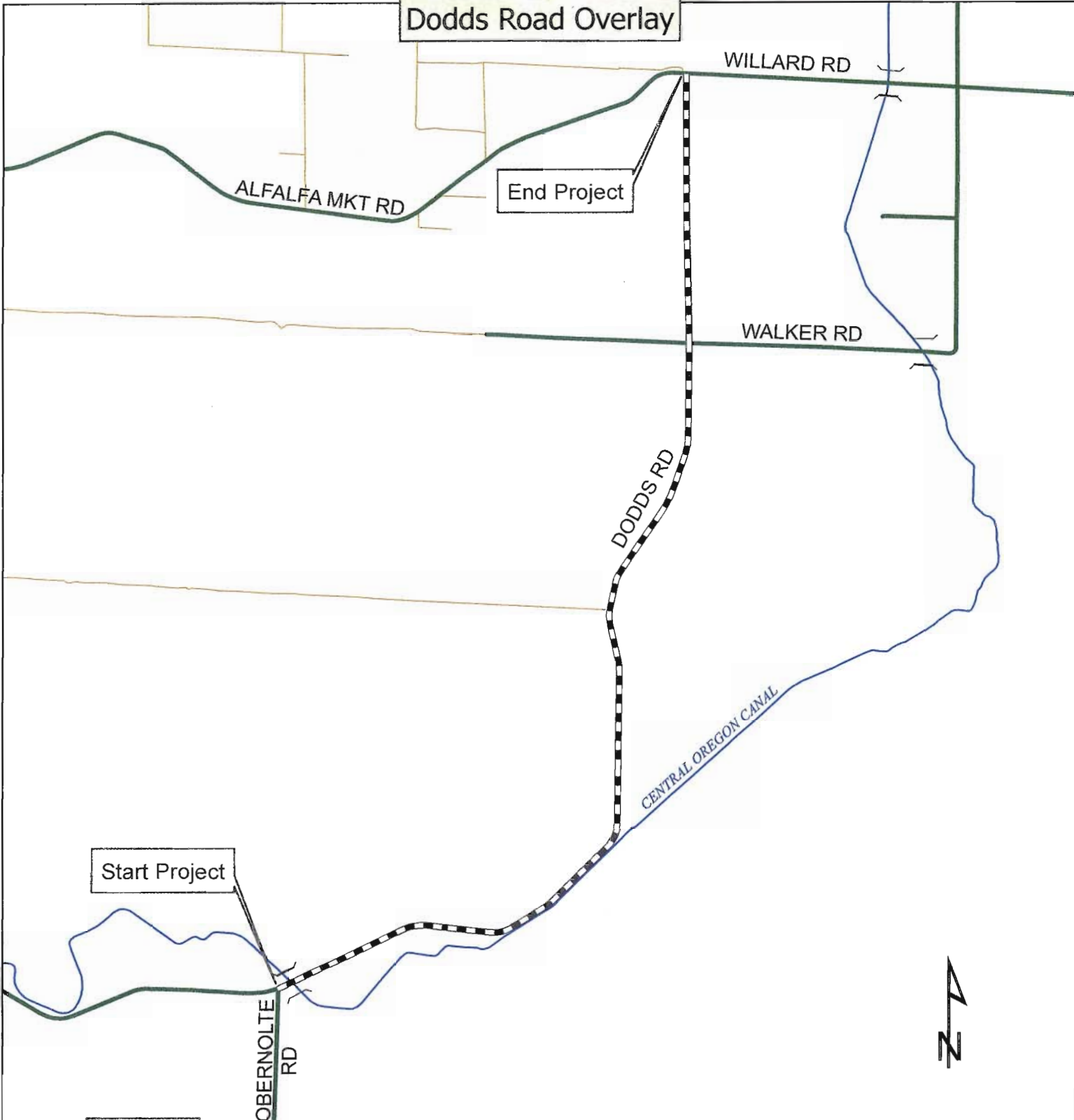
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
IF CONTRACTOR is Partnership, all parties should execute BOND.

APPENDIX “A”

PROJECT LOCATION

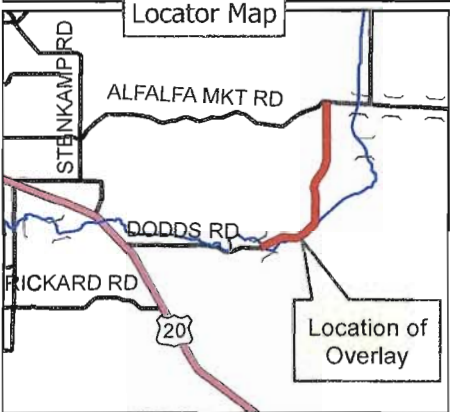
Dodds Road Overlay



Start Project

End Project

Locator Map



Printed: June 14, 2016

Key

- Dodds Road Overlay
- County Routes
- State Highway
- Road Centerlines
- Bridges
- Canals
- Rivers

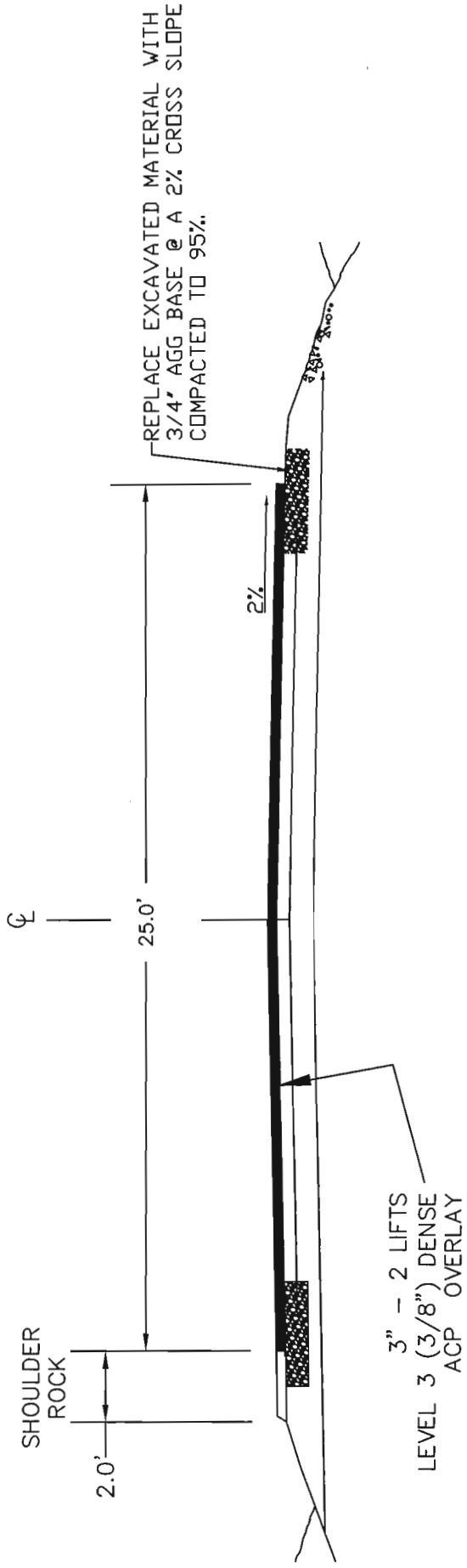
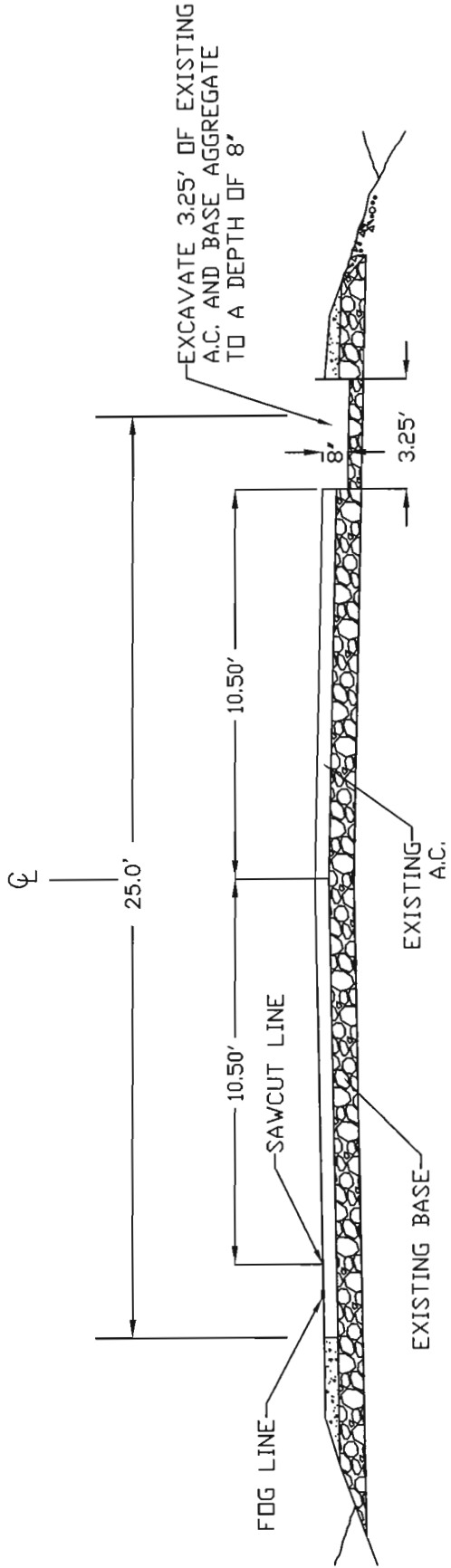
The information on this map was derived from digital databases on Deschutes County's G.I.S. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

John Anderson, GIS Analyst
 Phone: (541) 322-7102
 Email: john.anderson@deschutes.org
 Address: 61150 SE 27th St
 Bend, OR 97702

Road Department

APPENDIX “B”

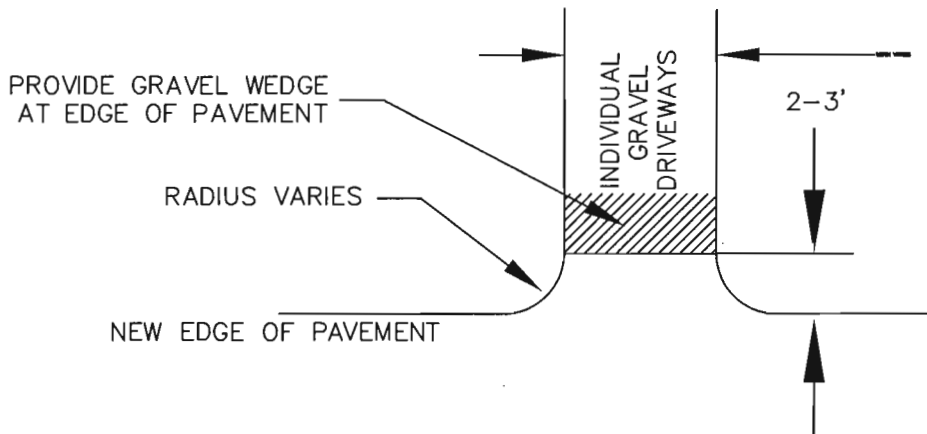
TYPICAL SECTION



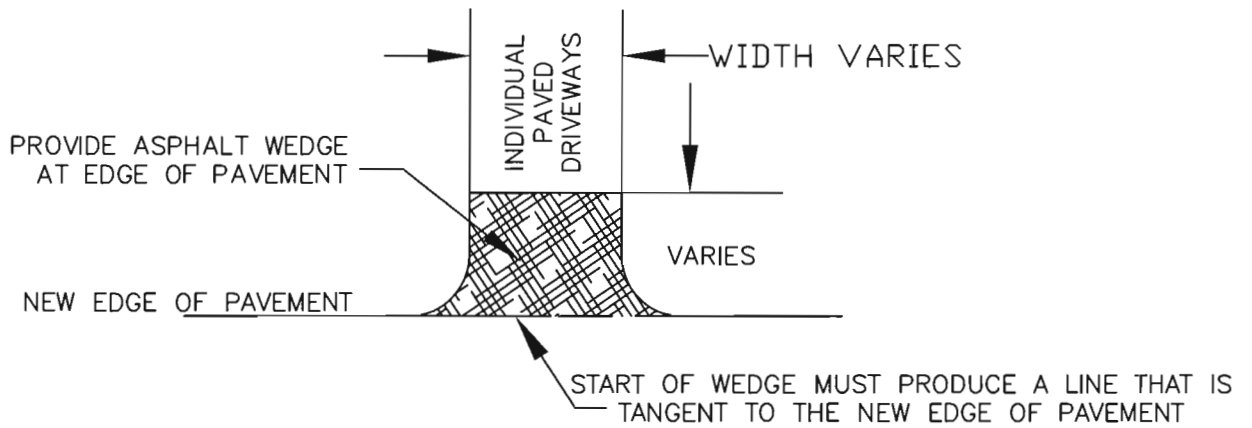
DODDS RD
 OBERNOLTE RD TO ALFALFA MKT ROAD

APPENDIX “C”

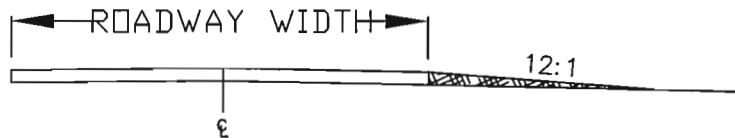
STANDARD DRAWINGS



GRAVEL DRIVEWAY DETAIL



SIDE PROFILE:



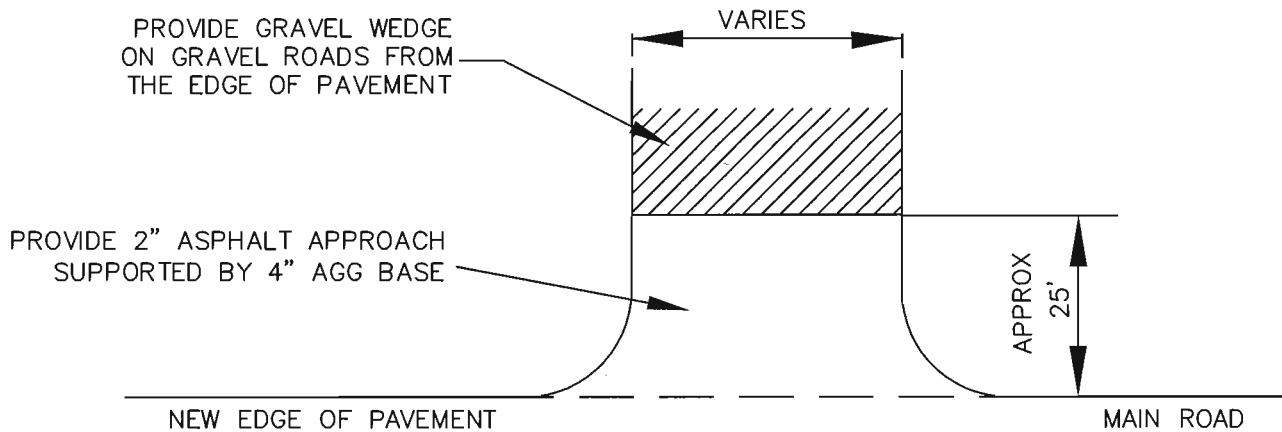
USE HMAC FROM AN APRON TO PRODUCE A 12:1 WEDGE BY RAKING.
EXTRA WORK AND ASPHALT MAY BE REQUIRED ON STEEP DRIVEWAYS

ASPHALT DRIVEWAY DETAIL

N.T.S.

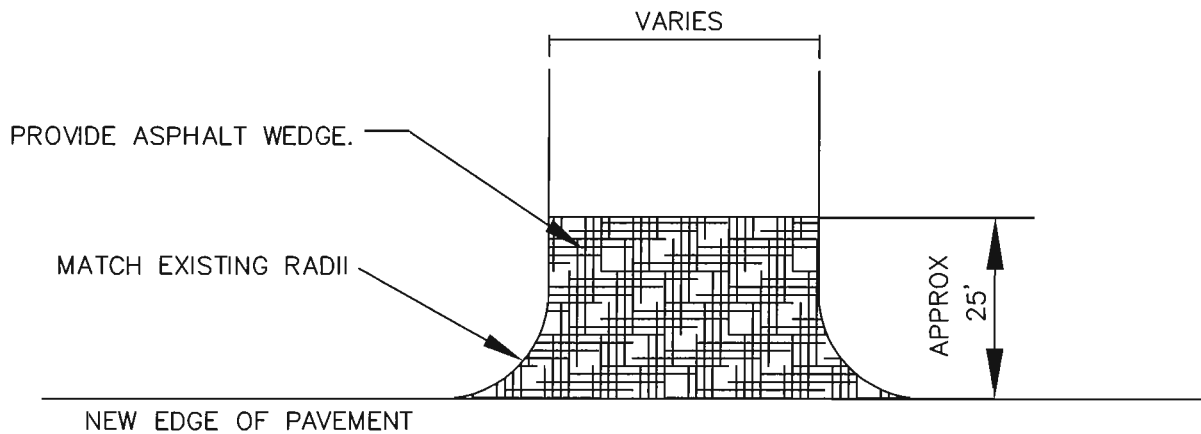
APPROACH NOTES:

1. A.C. USED IN CONSTRUCTION OF APRONS WILL BE PAID FOR UNDER THE BID ITEM "LEVEL 3(3/8") DENSE ACP". AGGREGATE BASE USED IN THE CONSTRUCTION OF THE APPROACHES WILL BE PAID FOR UNDER THE BID ITEM "4" AGGREGATE BASE."
2. DRIVEWAYS REQUIRING EXTRA PAVING SEPARATE FROM MAINLINE PAVING WILL BE CONSIDERED AN ASPHALT APPROACH.
3. AREA TO BE PAVED WILL BE MARKED IN THE FIELD BY THE ENGINEER.
4. EARTHWORK REQUIRED FOR THE PLACEMENT OF 4" AGGREGATE WILL BE CONSIDERED INCIDENTAL AND WILL BE INCLUDED UNDER THE BID ITEM "4" AGGREGATE BASE."
5. DRIVEWAY DROP-OFFS: DROP-OFFS GREATER THAN 2" MUST BE BACKFILLED AND TRAVERSABLE WITHIN A 24 HR. PERIOD.



INTERSECTION APPROACH DETAIL FOR GRAVEL SIDE ROADS

N.T.S.

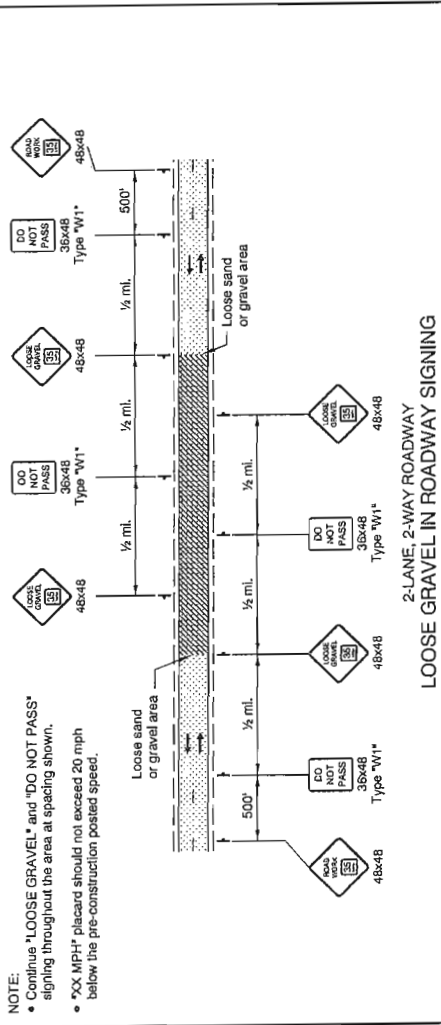


INTERSECTION APPROACH DETAIL FOR PAVED SIDE ROADS

N.T.S.

INTERSECTION NOTES:

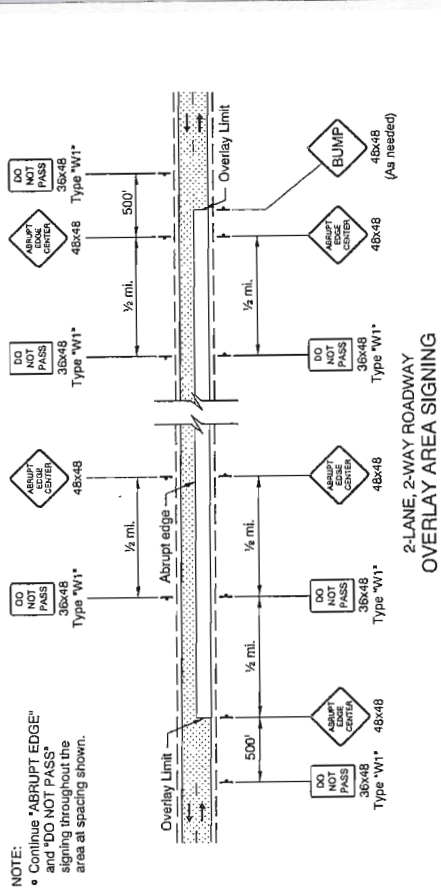
1. EXTRA WORK REQUIRED TO CONSTRUCT PAVED INTERSECTION APPROACHES WILL BE PAID FOR UNDER BID ITEM "EXTRA FOR ASPHALT APPROACHES."
2. ASPHALT USED IN THE APPROACH CONSTRUCTION WILL BE APPROX. 2-3" THICK AND WILL BE PAID FOR BY THE TON UNDER BID ITEM "LEVEL 3(3/8") DENSE ACP"
3. DRIVEWAYS AND APPROACHES THAT REQUIRE PAVING SEPARATE FROM MAINLINE PAVING ARE CONSIDERED ASPHALT APPROACHES AND WILL BE PAID FOR ACCORDINGLY.
4. LOCATIONS WILL BE MARKED IN THE FIELD BY THE ENGINEER.
5. AGGREGATE USED IN GRAVEL WEDGES IS CONSIDERED INCIDENTAL AND IS INCLUDED IN THE BID ITEM "2' AGGREGATE SHOULDERS".



NOTE:

- Continue "LOOSE GRAVEL" and "DO NOT PASS" signing throughout the area at spacing shown.
- "XX MPH" placard should not exceed 50 mph below the pre-construction posted speed.

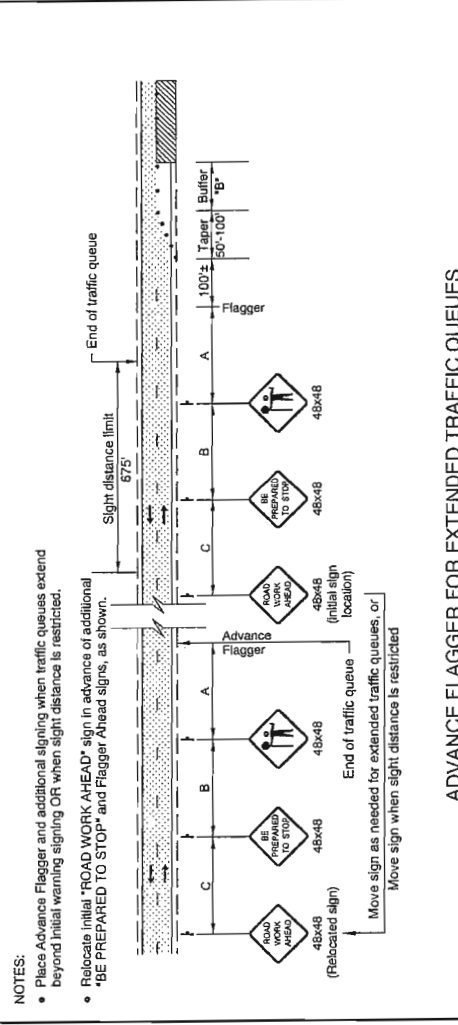
2-LANE, 2-WAY ROADWAY
LOOSE GRAVEL IN ROADWAY SIGNING



NOTE:

- Continue "ABRUPT EDGE" and "DO NOT PASS" signing throughout the area at spacing shown.

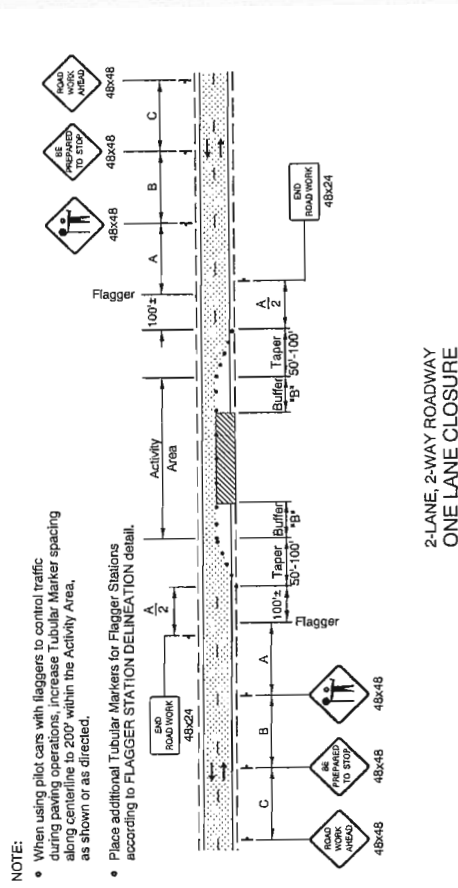
2-LANE, 2-WAY ROADWAY
OVERLAY AREA SIGNING



NOTE:

- Place Advance Flagger and additional signing when traffic queues extend beyond initial warning signing OR when sight distance is restricted.
- Relocate initial "ROAD WORK AHEAD" sign in advance of additional "BE PREPARED TO STOP" and Flagger Ahead signs, as shown.

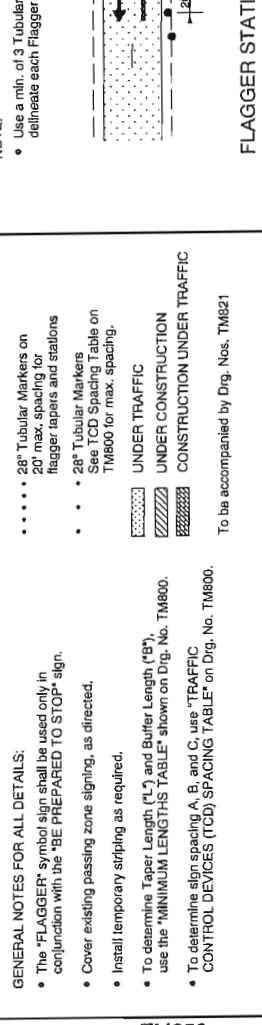
ADVANCE FLAGGER FOR EXTENDED TRAFFIC QUEUES



NOTE:

- When using pilot cars with flaggers to control traffic during paving operations, increase Tubular Marker spacing along centerline to 200' within the Activity Area, as shown or as directed.
- Place additional Tubular Markers for Flagger Stations according to FLAGGER STATION DELINEATION detail.

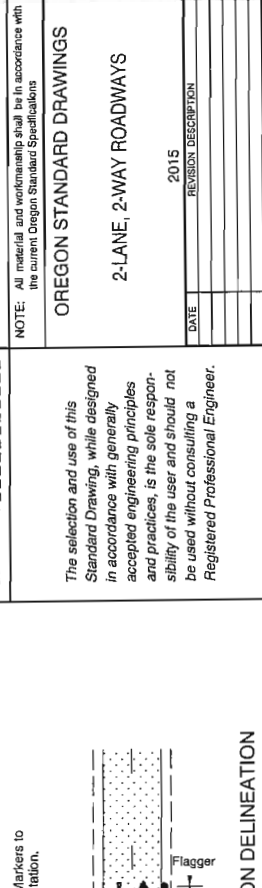
2-LANE, 2-WAY ROADWAY
ONE LANE CLOSURE



NOTE:

- Use a min. of 3 Tubular Markers to delineate each Flagger Station.

FLAGGER STATION DELINEATION



NOTE:

- The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

2-LANE, 2-WAY ROADWAYS

BASELINE REPORT DATE	01-JUL-2014
NOTE:	All material and workmanship shall be in accordance with the current Oregon Standard Specifications
CALC. BOOK NO.	N/A
DATE	2015
REVISION DESCRIPTION	

TAPER TYPES & FORMULAS	
TAPER	FORMULA
Merging (Lane Closure)	"L"
Shifting	"L"/2 or 1/2"L"
Shoulder Closure	"L"/3 or 1/3"L"
Flagging (See Dig. TM850)	50' - 100'
Downstream (Termination)	Varies (See Drawings)

★ Use Pre-Construction Posted Speed to select the Speed from the Tables below:

★ SPEED (mph)	MINIMUM FLARE RATE	
	W ≤ 30	W > 30
35	8:1	9:1
40	9:1	10:1
45	10:1	12:1
50	12:1	14:1
55	14:1	16:1
60	16:1	18:1
65	18:1	19:1

MINIMUM LENGTHS TABLE

★ SPEED (mph)	"L" VALUE FOR TAPERS (ft)			BUFFER "B" (ft)
	W ≤ 10	W = 12	W = 14	
	W = 16	W = 18	W = 20	
25	105	125	145	165
30	150	180	210	240
35	205	245	285	325
40	265	320	375	430
45	450	540	630	720
50	500	600	700	800
55	550	660	770	880
FREEWAYS				
55	1000	1000	1000	1000
60	1000	1000	1000	1000
65	1000	1000	1000	1000

NOTES:
 • For Lane or Shoulder closure where $W < 10'$, use "L" value for $W = 10'$.

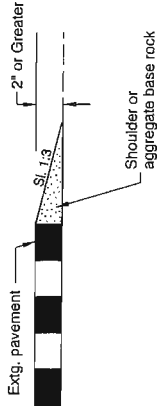
TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE

★ SPEED (mph)	Sign Spacing (ft)			Max. Channelizing Device Spacing (ft)
	A	B	C	
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
Freeway	1000	1500	2640	40

NOTES:
 • Place traffic control devices on 10 ft. spacing for intersection and access road.
 • When necessary, sign spacing may be adjusted to fit site conditions. Limit spacing adjustments to 20% of the "A" dimension for speeds < 45 mph. Limit spacing adjustments to 10% of the "A" dimension for speeds ≥ 45 mph.

NOTES:

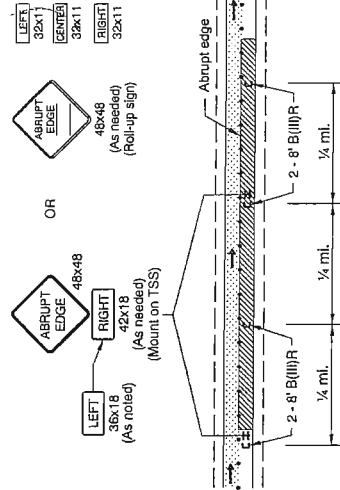
- When paved shoulders adjacent to excavations are less than four feet wide protect longitudinal abrupt edge as shown.
- Use aggregate wedge when abrupt edge is 2 inches or greater.



EXCAVATION ABRUPT EDGE

NOTES:

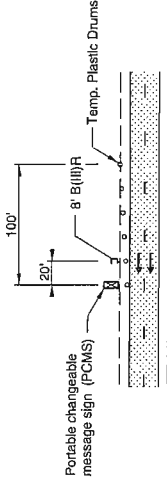
- Abrupt edges may be created by paving, operations, excavations or other roadway work. Use abrupt edge signing for longitudinal abrupt edges of 1 inch or greater.
- If the excavation is located on left side of traffic, replace the 8' B(III)R barricades with 8' B(III)R barricades and replace the "RIGHT" (CW21-3C-18) riders with "LEFT" (CW21-9A-18) riders.
- Continue signing and other traffic control devices throughout excavation area at spacings shown.
- If roll-up signs are used, attach the correct (CW21-9A-11) plaques to the sign face using hook and loop fasteners. Place roll-up signs in advance of barricades.



TYPICAL ABRUPT EDGE DELINEATION

NOTES:

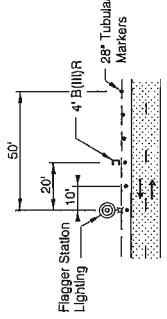
- Install PCMS beyond the outside shoulder, when possible.
- Use the appropriate type of barricade panels for PCMS location. Right shoulder, use Type B(III)R. Left shoulder, use Type B(III)R.
- Use six drums in shoulder taper on 20' spacing.
- Detail as shown is also used for Portable Traffic Signal Installation and Portable Traffic Management System.



PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) INSTALLATION

NOTES:

- Install Flagger Station Lighting beyond the outside shoulder, where practical.
- Use six tubular markers in shoulder taper on 10' spacing.
- Place cart / generator / power supply off of the shoulder, as far as practical.



FLAGGER STATION LIGHTING DELINEATION

GENERAL NOTES FOR ALL TCD DRAWINGS:

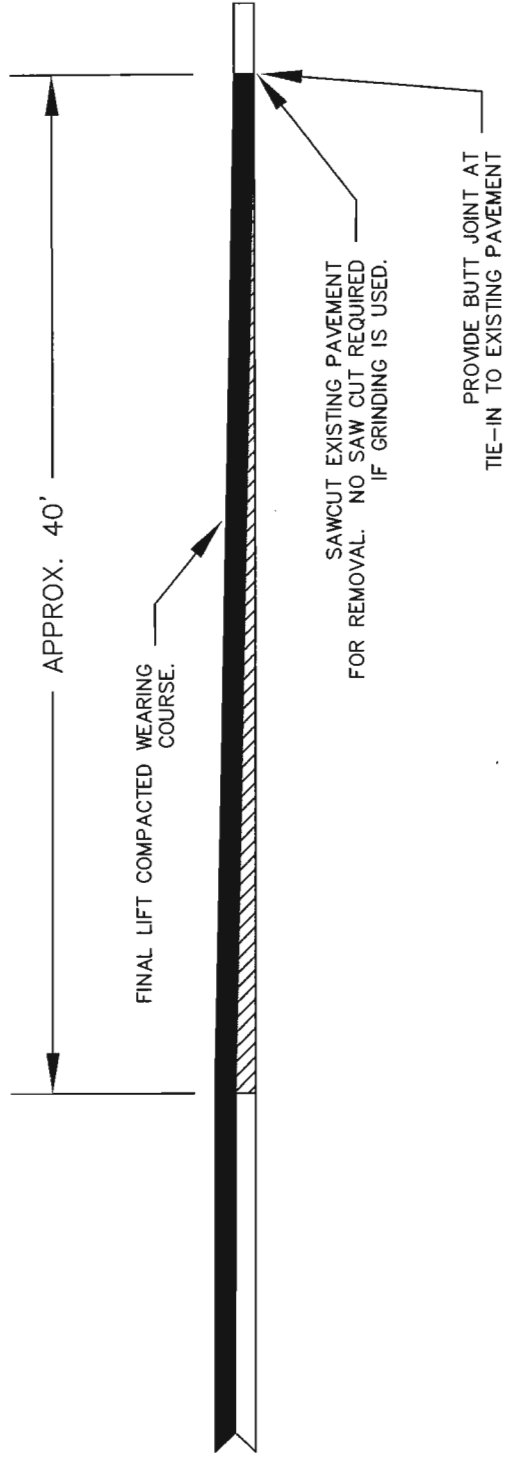
- Signs and other Traffic Control Devices (TCD) shown are the minimum required.
- Place Temporary Sign Support (TSS)
- Place Portable Changeable Message Sign (PCMS) approx. 20' behind barricade.
- Place sequential arrow approx. 20' behind barricade.
- Arrows shown in roadway are not pavement legends, but directional arrows to indicate traffic movements.
- All signs are type "O4" fluorescent orange, unless otherwise shown.

To be accompanied by Dig. Nos. TM820 & TM821
 BASELINE REPORT DATE: 01-JUL-2014
 CALC. BOOK NO. TM09-01

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS	
TABLES, ABRUPT EDGE AND PCMS DETAILS	
DATE	2015
REVISION	DESCRIPTION

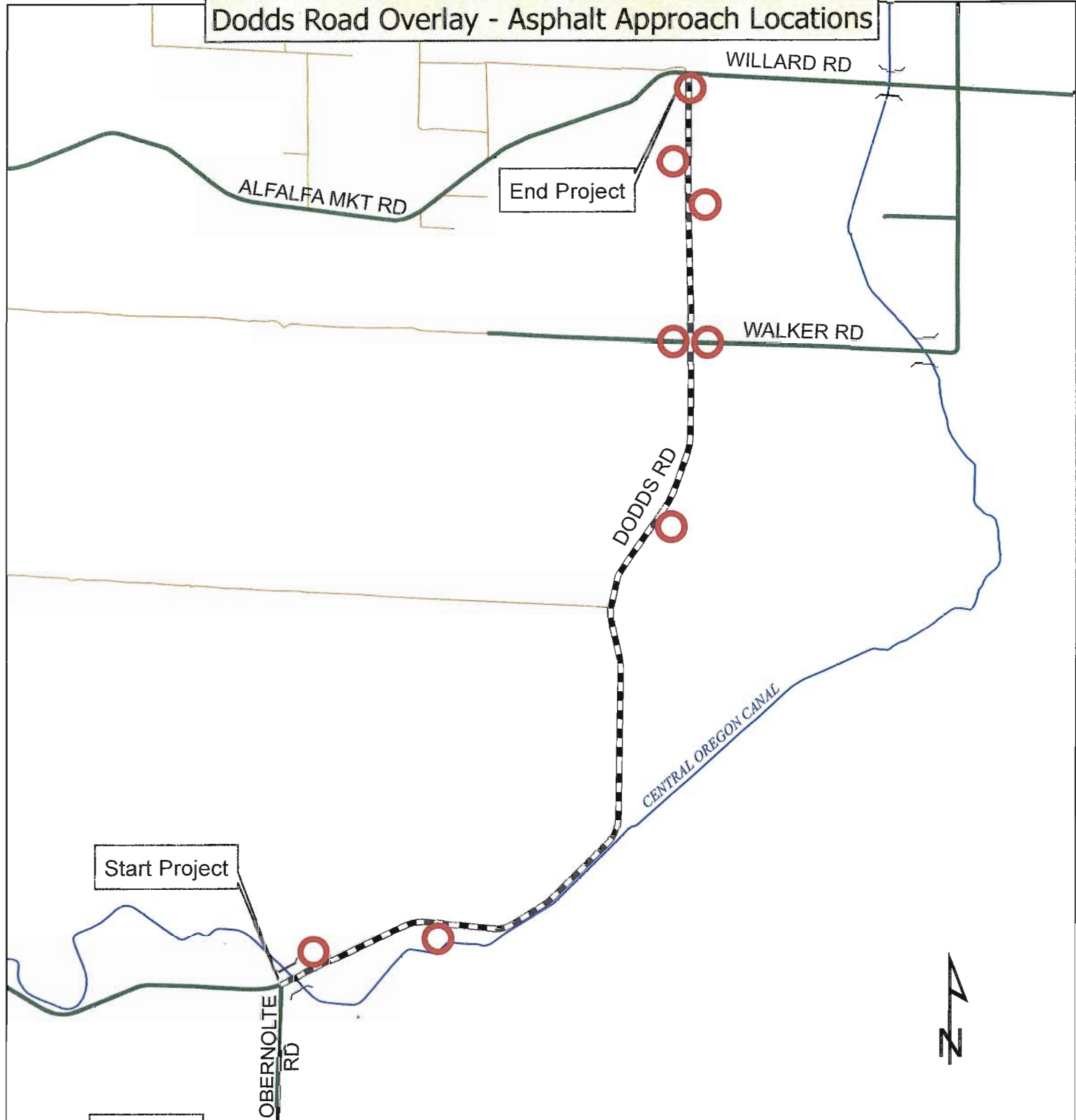
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



*BUTT JOINT AT
TIE-IN TO EXISTING PAVEMENT*

NOT TO SCALE

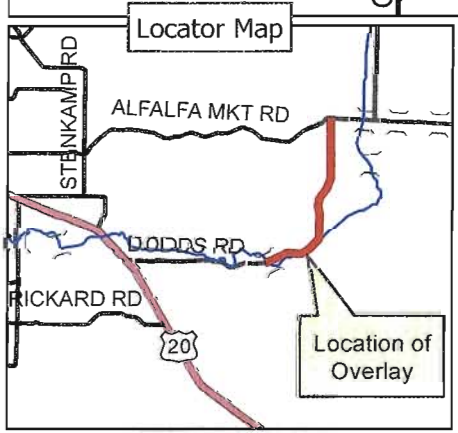
Dodds Road Overlay - Asphalt Approach Locations



0 0.5 1 1.5 2 Miles

Printed: June 21, 2016

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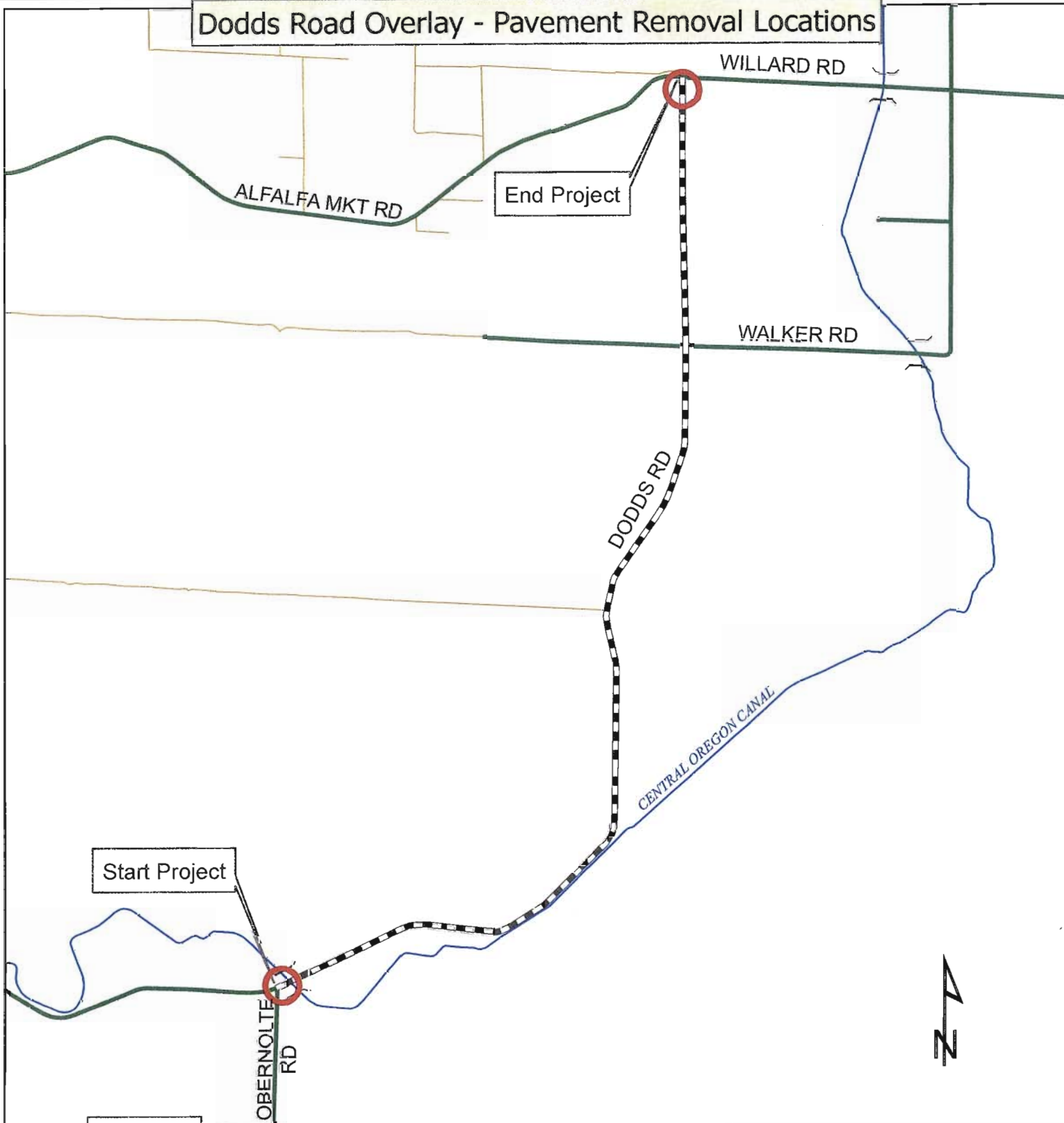
Key

- Dodds Road Overlay
- County Routes
- State Highway
- Road Centerlines
- Bridges
- Canals
- Rivers

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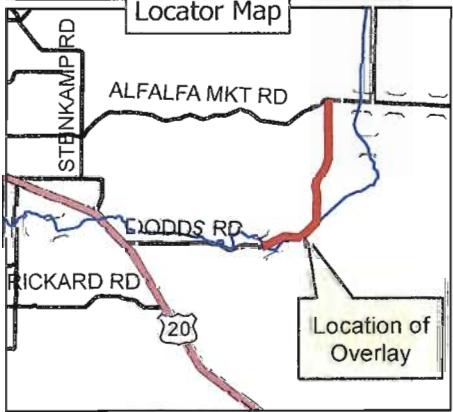
Road Department

Dodds Road Overlay - Pavement Removal Locations



0 0.5 1 1.5 2 Miles

Locator Map



Printed: June 21, 2016

Key

- Dodds Road Overlay
- County Routes
- State Highway
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- Bridges
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Road Department