

BIDDING DOCUMENTS

PROJECT: NEGUS SAND SHED

PROJECT #: W66153

BID OPENING: JANUARY 29, 2025

COMPLETION DATE: SEPTEMBER 30, 2025

CONTRACTING AGENCY:



**ROAD
DEPARTMENT**

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



**ROAD
DEPARTMENT**

BIDDING DOCUMENTS

NEGUS SAND SHED

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

PROJECT PLANS, TITLED "NEGUS SAND SHED" DECEMBER 2024

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2024

The Specification that is applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction". All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
NEGUS SAND SHED**

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 January 29, 2025**, at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud.

The value for this Contract is estimated to be between \$350,000 and \$400,000. The work consists of, but will not be limited to, the following:

- Perform excavation, grading, backfill and compaction.
- Design, furnish, and construct reinforced concrete foundations for metal building.
- Design, furnish, and construct a metal sand shed building to the dimensions specified in the plans.
- Coordinate with Central Electric Cooperative (CEC) to provide power to the site.
- Furnish and install electrical systems shown in the plans.
- Perform additional and incidental work as called for by the specifications and plans.

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

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

Bidders must submit a Subcontractor Disclosure Statement. The subcontractor disclosure statement may be submitted in the sealed bid prior to 2:00 p.m. on January 29, 2025 or in a separate sealed envelope marked "Subcontractor Disclosure Statement – NEGUS SAND SHED" prior to 4:00 p.m. on January 29, 2025 at the above location.

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

Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468A.720.

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

CHRIS DOTY
Road Department Director

PUBLISHED:
DAILY JOURNAL OF COMMERCE: January 8, 2025
THE BEND BULLETIN: October January 8, 2025

INFORMATION FOR BIDDERS

1. **General Description of Project.** A general description of the Work to be performed is contained in the Invitation to Bid. The scope is indicated in the applicable parts of these Solicitation Documents.
2. **Solicitation Documents.** The Solicitation Documents under which it is proposed to execute the Work consist of the material bound herewith. These solicitation documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed work.
3. **Form of Proposals.** All proposals must be submitted on the forms furnished. Subcontractor disclosure form may be submitted with the bid or in a separate envelope.
4. **Substitutions.** Materials and/or products called for in the specifications are named in order to establish a standard of quality design. Manufacturers or suppliers of products similar to those specified may submit bids on the work providing requests for approval of substitution materials are made at least seven (7) calendar days prior to the bid opening. Adequate information on which to base approval or disapproval must be furnished to the Road Department Director or his representative and the Road Department Director shall be the sole judge of any request. When the Road Department Director approves a substitution, it is with the understanding that the Contractor guarantees the substituted article or materials to be equal or better than the specified.
5. **Preparation of Proposals.** All blank spaces in the proposal form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Written amount shall govern in cases of discrepancy between the amount stated in writing and amount stated in figures.

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

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

If made by a partnership, it must be signed by one of the partners, clearly indicating that he is signing as a partner of the firm. In the case of a proposal made by a joint venture, each of the joint venturers must sign the proposal in his personal capacity.

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

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

A responsive bid proposal must include the completed items listed in Section 18 of the Information for Bidders.

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

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

8. **Disclosure of First Tier Subcontractors.** Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

(A) The subcontractor's name;

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

(C) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the accompanying form.

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

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

Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids that are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award.

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

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

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

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

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

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

13. **Performance Bond and Payment Bond.** The successful bidder shall file with the County, at the time of execution of the contract, a Performance Bond and a Payment Bond each of not less than the contract price on the forms furnished by the County. The Surety Company furnishing the required bonds shall have a sound financial standing and a record of service satisfactory to the County, and shall be authorized to do business in the State of Oregon. In lieu of a Performance Bond, the contractor may file cash, a Certified or Cashier's Check made payable to Deschutes County, Oregon. This money, check or certificate will be held by the County conditioned on and subject to the same provisions as set forth in the attached Performance Bond. ORS 279C.380 allows no flexibility for a cash deposit in lieu of a Payment Bond.
14. **Required Public Works Bond.** Before starting work on this project the Contractor and every subcontractor to which Contractor is a party for the performance of work under this contract must have a public works bond filed with the Construction Contractors Board, 700 Summer St. NE, Suite 300, Salem, Oregon 97309-5052, before starting work on the project, unless exempt under section 2 (7) or (8) of 2005 Oregon Laws Chapter 360 ORS 279C.836(7) or (8). Every subcontract to which Contractor is a party for the performance of work under this contract shall contain a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on this project, unless exempt under ORS 279C.836 (7) or (8) section 2 (7) or (8) of 2005 Oregon Laws Chapter 360.
15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within fifteen (15) calendar days from the date the Contract documents are sent or otherwise conveyed to the Bidder, the bid bond accompanying the bid shall be forfeited, the proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and the work is re-advertised.
16. **Disclaimer of Responsibility.** Neither the County nor the Road Department Director will be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from the drawings, specifications, or other pre-bid documents, or be in doubt as to their meaning, he shall notify the County at least seven (7) calendar working days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications, which, if issued, will be hand delivered or sent by regular mail, email and fax to all prospective bidders receiving a set of such documents, not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become part of the Agreement.
17. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish. Licensing shall include

without limitation registration with Construction Contractors Board and in the case of professional engineers and architects proof of current licensing with the appropriate State licensing board.

18. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
- a. Each Bid must be submitted on forms furnished by the County. The completed forms required for a bid to be considered responsive, which are included herein, are listed below:
 - Bid Proposal Form
 - Schedule of Bid Items
 - First-Tier Subcontractor Disclosure Form
 - Bid Bond
 - Signed Addenda (if issued)
 - b. Each Bid must be signed by the bidder.
 - c. Bid security, in the required form and amount, must accompany each bid.
 - d. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
 - e. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Road Department Director at the time and place specified for bid opening.
 - f. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
 - g. A conditional bid will not be considered.
 - h. Any bid submitted without all of the pages of the bid documents shall be deemed to have been submitted with the missing pages for purposes of bid evaluation if, at a minimum, the completed pages identified above in (a) are included in the submission. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.
20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation

from the specifications contained herein, shall render the bid non-responsive.

21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Agency prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.
22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact Quinn Shubert, Transportation Engineer, in writing at:

Email: quinn.shubert@deschutescounty.gov; or

Mailing Address: 61150 SE 27th Street, Bend, Oregon 97702.

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

23. **Prequalification of Bidders.** Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430 and Deschutes County Code 12.52.020. The prequalification class is as shown in the Invitation to Bid. Bidders shall be prequalified in the appropriate class of work at the time of bid opening. Bidders shall be licensed with the Construction Contractor's Board under OAR 137-049-0230. Contractors and subcontractors need not be licensed under ORS 468.710.
24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** This Contract is subject to ORS 279C.800 to ORS 279C.870. Submission of a bid for the project shall constitute a statement that the bidder agrees to be bound by and will comply with provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The successful bidder and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the Contract.

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

BID PROPOSAL FORM

NEGUS SAND SHED

BIDDER NAME

CCB#

ADDRESS

CITY

STATE

ZIP CODE

CONTACT NAME

CONTACT PHONE NUMBER

CONTACT EMAIL ADDRESS

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

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

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

The Bidder declares that (check appropriate box):

Bidder is a resident bidder of the State of Oregon.

Bidder is a nonresident bidder from the State of _____.

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

The Bidder further agrees that if this Proposal is accepted, Bidder will, within fifteen (15) calendar days after conveyance of the contract documents to the Bidder, execute the contract with the County in the form of contract annexed hereto; and will, at the time of execution of the contract, deliver to the County the Performance and Payment Bonds (See Section 13 Information for Bidders) required herein; and will, to the extent of this Proposal, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Road Department Director.

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

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

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

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

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

It is agreed that if the Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the contract and furnish the specified Performance and Payment Bond within fifteen (15) calendar days after the contract documents are sent or otherwise conveyed to the Bidder, then, in that event, the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance and Payment Bonds (See Section 13 Information for Bidders) as specified in the contract documents. Bid security in the form of a certified check shall be subject to the same requirements as a bond.

(SIGNATURE PAGE TO FOLLOW)

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set hand this _____ day of _____, 2025.

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 _____, 2025.

NAME OF CORPORATION

By: _____

Title: _____

Attest: _____

(SCHEDULE OF BID ITEMS TO FOLLOW)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: NEGUS SAND SHED

Bid #: W66153

Bid Closing Date: January 29, 2025

Time: 2:00 P.M.

Name of Bidding Contractor: _____

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

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

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

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

Form submitted by

Bidder name: _____

Contact name: _____ Phone number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ ,

hereinafter called the Principal, and _____

_____ ,

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

having its principal place of business at _____

_____ , in the State of _____ ,

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

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

_____ DOLLARS (\$ _____),

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

The condition of this Bond is that, whereas, the Principal is submitting a bid proposal for the NEGUS SAND SHED project hereby made a part hereof;

NOW THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the contract be awarded to said Principal, and if the said Principal shall execute the proposed contract and shall furnish the Performance and Payment Bond as required by the bidding and contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this _____ day of _____, 2025.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

CONTRACT
FOR
NEGUS SAND SHED

THIS CONTRACT is made and entered into, this _____ day of _____, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereinafter called "County", and _____, an Oregon corporation, hereinafter called "Contractor."

WITNESSTH:

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

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

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

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

(SIGNATURE PAGE TO FOLLOW)

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

CONTRACTOR

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

BY: _____

_____, CHAIR

TITLE: _____

_____, VICE CHAIR

DATE: _____

_____, COMMISSIONER

ATTEST:

RECORDING SECRETARY

APPROVED AS TO CONTENT:

ROAD DEPARTMENT DIRECTOR

APPROVED AS TO FORM:

COUNTY LEGAL COUNSEL

INFORMATION ONLY

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

“Principal”, and _____
(Name of Surety)

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

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

_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

NEGUS SAND SHED

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2025.

(SEAL)

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

(SEAL)

SURETY: _____
[Add signatures for each surety if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax

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

Bond # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

“Principal”, and _____
(Name of Surety)

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

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of
which is hereto attached and made a part hereof for the construction of:

NEGUS SAND SHED

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

(SEAL)

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

(SEAL)

SURETY: _____
[Add signatures for each surety if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax

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

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

Deschutes County:

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

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

Insurance Company Name _____

ID/Policy Number _____

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

ID number as assigned by the
Workers' Compensation Division _____

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

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

Dated _____, 2025

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

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

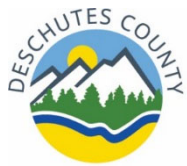
For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.

SPECIAL PROVISIONS

PROJECT: NEGUS SAND SHED

PROJECT #: W66153

CONTRACTING AGENCY:



**ROAD
DEPARTMENT**

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

SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the Negus Sand Shed project:

1. Perform excavation, grading, backfill and compaction.
2. Design, furnish, and construct reinforced concrete foundations for metal building.
3. Design, furnish, and construct a metal sand shed building to the dimensions specified in the plans.
4. Coordinate with Central Electric Cooperative (CEC) to provide power to the site.
5. Furnish and install electrical systems shown in the plans.
6. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction."

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

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

https://www.oregon.gov/odot/business/pages/standard_specifications.aspx

Additional Technical Specifications that are applicable to the Work which are not part of the Oregon Standard Specifications are incorporated herein by reference. The Technical Specifications include:

Central Electric Cooperative, Inc. – [Electric Service Requirements Manual](#)

APPLICABLE RULES

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

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

CONTRACT TIME

The Contractor shall complete all Work to be done under the Contract not later than September 30, 2025.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- Deschutes County Bids and RFPs website:
www.deschutescounty.gov/rfps

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

Agency – County of Deschutes

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

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

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Delete this subsection.

00120.01 General Bidding Requirements - Replace this subsection, except for the subsection number and title, with the following:

Bidders shall submit bids by paper.

00120.05 Request for Plans, Special Provisions, and Bid Booklets – Replace this subsection, except for the subsection number and title, with the following:

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

<https://www.deschutescounty.gov/rfps>

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

Only paper Bids will be accepted.

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

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

The Solicitation Documents, which are applicable to the Work to be performed under the Contract, are bound herewithin.

00120.10 Bid Booklet – Replace this subsection, except for the subsection number and title, with the following:

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

- Cover Page
- Index
- Invitation to Bid
- Information for Bidders
- Bid Proposal Form
- Subcontractor Disclosure Form
- Bid Guaranty Form
- Contract Form (for review only)
- Payment and Performance Bond Forms (for review only)
- Certification of Workers' Compensation Coverage (for review only)

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

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

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

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

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

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

Delete the last paragraph.

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

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

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

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

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

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

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

Under the paragraph “The Subcontractor Disclosure Form may be submitted for a paper Bid...” replace the second bulleted item with the following:

- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Deschutes County Road Department at the address given in the Bid Booklet.

Delete the third bulleted item.

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

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

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

00120.45 Submittal of Bids – Replace this subsection, except for the subsection number and title, with the following:

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

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

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

Delete the third bullet point.

00120.60(b) Electronic Bids – Delete this subsection.

00120.70 Rejection of Nonresponsive Bids – Replace the bullet beginning with “The Bid is submitted on documents not obtained...” with the following bullet

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

Add the following bullet to the end of the bullet list:

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

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 – AWARD AND EXECUTION

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

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

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

<https://www.deschutescounty.gov/rfps>

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

00130.15 Right to Protest Award – Replace this subsection, except for the subsection number and title, with the following:

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

The Agency will not consider late protests.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder – In the sentence that begins “The successful Bidder...” replace “ODOT Procurement Office – Construction Contracts Unit” with “Agency”.

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

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.05 Cooperative Arrangements – Replace this subsection, except for the subsection number and title, with the following:

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

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

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated utility relocations.

Energized power lines are present in the adjacent Maple Rd frontage. The Contractor shall coordinate with CEC to provide power to the site. Applications for new electrical services can be accessed via the link below:

<https://www.cec.coop/your-account/new-construction-or-service-upgrades/>

SECTION 00160 – SOURCE OF MATERIALS

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

00160.30 Agency-Furnished Materials – Add the following paragraph:

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

00160.40 Agency-Furnished Sources– Add the following paragraph:

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

SECTION 00165 - QUALITY OF MATERIALS

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

00165.03 Testing by Agency – Delete this subsection.

00165.04 Costs of Testing – Delete this subsection.

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

This is a Type D project.

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

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

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

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.08 Electronic Document Management - Delete this subsection.

Add the following subsection:

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

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

The applicable prevailing wage rates for this project are the most recent version published by the Oregon Labor and Industries at the time the Project was initially advertised (Prevailing Wage Rates for Public Works Contracts, effective January 5, 2025. The wage rates can be found at the following web address:

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

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

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

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

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

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

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

Add the following as Additional Insureds under the Contract:

- Deschutes County and its officers, agents, employees, and volunteers
- Deschutes County Board of Commissioners

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

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

- List “Deschutes County and its officers, agents, employees, and volunteers and the Deschutes County Board of Commissioners” as a Certificate holder and endorse as an Additional Insured;

- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.
- Be endorsed with a waiver of subrogation endorsement for Workers' Compensation, waiving the insured's right of subrogation against the Agency.

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

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

- Deschutes County and its officers, agents, and employees
- Deschutes County Board of Commissioners

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Contract Time	00180.50(h)

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

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

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

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than September 30, 2025.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

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

The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

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

00195.50(c)(3) Bonds, Securities and Other Instruments – Delete this subsection.

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

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

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

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

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

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

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

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

Delete the fifth paragraph.

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

PART B – SUPPLEMENTAL SPECIFICATIONS

SECTION 01000 – SPECIAL CONDITIONS

1. GENERAL

1.01 WARRANTIES

- A. Warranties and guarantees are for a period of one year from date of final acceptance unless noted otherwise.

1.02 RECORD DRAWINGS

- A. Furnish to the Engineer one copy of "as-built" Drawings. In addition to finish copies required, one work set shall be maintained on project site at all times and shall be subject to inspection by Engineer. Before delivering finished sets to the Engineer, accurately transpose information from work set showing all deviations from Contract Drawings. Finish copies shall be clean, accurate, easy to read, devoid of dirt, stains, smudges, etc. Contractor is cautioned particularly to indicate by dimension all permanently concealed items. No work may be permanently concealed until it is satisfactorily recorded on work set and evidence of same is presented to the Engineer.

1.03 CLEAN-UP

- A. In addition to removing rubbish and leaving the facility clean, the Contractor shall clean all surfaces, replace any broken components, clean hardware and fixtures, remove stains, spots, labels and marks from all surfaces.

1.04 SPECIFICATION FORMAT

- A. Division of these Supplemental Specifications into trade headings conforms roughly to customary practice and to the CSI format. They are used for convenience and identification and may not be consecutive. Divisions included are listed in the index. Contractor shall check his copies of Specifications with index to be sure they are complete. Paragraph numbering may also not be consecutive.

1.06 MEASUREMENTS

- A. Verify all measurements, dimension and elevations before ordering any material or doing any work. Notify the Engineer of any discrepancies.

1.08 TEMPORARY BARRIERS

- A. Provide and maintain construction barriers bounding the construction or demolition areas. Remove as soon as construction progress allows.

1.09 EXCESSIVE NOISE

- A. All equipment shall have muffling devices in good working order at all times. Equipment not so equipped will be removed from site.
- B. Cooperate with the Agency in locating high noise producing equipment in areas least offensive and/or provide sound enclosure or shielding to dampen sound.

1.10 PARKING, STAGING AND MATERIAL STORAGE

- A. Utilize areas shown for staging and stockpiles area of materials and equipment. Coordinate with the agency to determine Contractor related vehicle parking during construction.

1.11 REFERENCED STANDARDS

- A. Where standards are referenced in this specification, they shall be the most current edition or as required by code.

SECTION 01010 - SUMMARY OF WORK

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Work covered by this Contract includes furnishing all labor, materials, equipment and permits to design and construct a 60' x 120' metal building to be located at the Deschutes County - Negus Maintenance Site. This includes all necessary engineering, site plans, drawings, engineering stamps, engineering calculations, plan review and permit fees for all building and trades permits.
- B. Work covered by this Contract also includes, but is not limited to, providing all labor, materials, equipment and permits to construct erosion control, earthwork, aggregate base, reinforced concrete and electrical work as shown or specified in Agency provided or contractor furnished drawings and specifications.
- C. All final plans shall be on 22" x 34" sheets. The specifications may be printed on 8 1/2" x 11" sheets or be listed on the drawing(s). The contractor shall provide all documents and secure all building and other necessary permits to construct the building.
- D. It is the responsibility of the Contractor or Contractor's engineer to coordinate the requirements of Agency provided drawings (structural, site work, etc.) into the metal pole building design.
- E. The Project is located at 2400 NE Maple Ave, Redmond, OR 97756.

1.02 CONTRACT DOCUMENTS

- A. Agency provided Drawings indicate the location of existing and future facilities and equipment. The Contractor shall verify the location of all items to be furnished, installed, or connected prior to installation of the items.
- B. All Agency provided Drawings, notes, specifications and calculations shall be owned by the Agency. The contractor shall be responsible for verifying the adequacy of these documents for complete design and construction of the building.

1.03 TIME OF COMMENCEMENT AND COMPLETION

- A. Notice to proceed: A written notice to proceed will be provided by the Agency to the Contractor as indicated in the invitation to bid. The Contractor shall begin the work upon receipt of the notice to proceed. Notwithstanding any other provision of the contract, the Owner shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed, whether or not the Owner has knowledge of the furnishing of work.
- B. Completion of all items of work shall be within the time limits indicated in the invitation to bid.

1.04 COORDINATION OF WORK WITH AGENCY AND OTHERS

- A. The Agency will occupy premises during construction period for the conduct of the Agency's normal operations.
- B. Contractor shall coordinate his work with the Agency during construction operations to minimize conflicts and to facilitate the Agency's use of facilities.
- C. Schedule work to maintain Agency's continuous operations.
- D. Move any stored products, which are under Contractor's control, when necessary and when directed, and which interfere with the Agency's operations.

1.05 INFORMATION CONCERNING CONDITIONS

- A. Contractor shall make his own deductions and conclusions as to the nature of the materials to be excavated, the difficulties which may arise from subsurface conditions, and of doing any other work affected by the subsurface conditions and shall accept full responsibility.
- B. Bidders shall satisfy themselves by personal examination and by such other means as they desire with respect to actual conditions of the nature of the ground and subsoil water and in regard to the location of existing groundwater or surface structures. Unforeseen conditions shall not constitute a claim for additional payment under the terms of the contract or constitute a basis of cancellation thereof.

1.06 PERMITS AND FEES

- A. The acquisition of all permits required, and payment of all fees, inspection charges and other similar costs shall be the responsibility of the Contractor. The Contractor must apply for plan review with the Building Official, within 17 calendar days of Notice to Proceed. Contractor shall pay for and obtain a building permit for the project as noted above. The Contractor shall be responsible for obtaining and paying for all other construction and trades permits as may be required by Federal, State and Local Officials.

1.07 NOTICE TO UTILITY COMPANIES AND AGENCIES

- A. Contractor shall notify all utility companies and public agencies affected by the construction 48 hours prior to excavation.

AGENCY/UTILITY
One Call System

TELEPHONE
(800)332-2344

The Contractor, in locating and protecting underground utilities, must comply with the regulations of ORS 757.541 to 757.571.

- B. Contractor shall be responsible to mark the location, and if necessary or prudent, to expose the existing utilities prior to construction of the facilities contained in this contract. If in the course of the work required hereunder, it is found necessary to relocate, revise or repair publicly or privately owned utility system, the said relocations, repairs or revisions shall be accomplished by the Contractor or an employee of the utility company.

1.08 EXISTING UTILITIES

- A. In general, the locations of existing underground utilities are indicated on the drawings where known. Information shown has been obtained from available records and field surveys. The Agency does not guarantee the accuracy or completeness of this information, and it is to be understood that other above ground or underground facilities not shown on the drawings are likely to be encountered during the course of the work.
- B. Existing utilities, whether shown on the drawings or not, shall be protected as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities and to the Agency. No utilities shall be removed without notifying owners and operators of the utility.

1.09 RESTORATION OF STRUCTURES AND SURFACES

- A. Structures: The Contractor shall remove such existing structures as may be necessary for the performance of the work and, if required, shall rebuild the structures thus removed in as good a condition as found with minimum requirements as herein specified. Contractor shall also repair all existing structures which may be damaged as a result of the work under this contract.

- B. Curbs, gutters, driveways, sidewalks and similar structures that are broken or damaged by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind and finish and in not less than the same dimensions as the original work. Concrete shall be as specified herein unless otherwise indicated. Repairs shall be made by removing and re- placing the entire portions between joints or scores and not merely refinishing any damaged part. Work shall match the appearance of the existing improvements as nearly as possible. Repairs shall meet all current code requirements of the jurisdiction having authority.
- C. Cultivated areas, either landscaping or lawns, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition.

1.10 CONSTRUCTION STAKING

- A. Construction staking shall be provided by the Contractor.
- B. Horizontal control shall be obtained by measurement off existing structures as shown on the drawings.
- C. Vertical control shall be coordinated with the Engineer.

1.11 TEMPORARY UTILITIES

- A. Contractor shall make arrangements for utility requirements during construction in accordance with this specification.

1.12 GEOTECHNICAL INFORMATION

- A. Contractor shall make his own deductions and conclusions as to the nature of the materials to be excavated and the difficulties which may arise from subsurface conditions. No subsurface exploration has been conducted.

1.13 EXCESS MATERIALS AND DEBRIS

- A. Excess materials and debris resulting from clearing and grubbing, demolition, excavation, and any of the Contractor's activities, shall be removed from the project site and disposed of at the Contractor's expense, unless otherwise noted on drawings. Disposal shall be made in accordance with applicable laws and regulations.
- B. Excess materials and debris shall not be stockpiled or placed on public or private property except with the express written permission of the property owner. Contractor shall be responsible for obtaining all necessary permits and for paying all fees required for stockpiling or disposal of excess material and debris.

1.14 TESTING

- A. Unless otherwise specified, all testing required to be performed by the Contractor will be at the Contractor's expense.

SECTION 01040 – PROJECT COORDINATION

1. GENERAL

1.01 DESCRIPTION

- A. The Contractor shall coordinate the efforts of all suppliers and Subcontractors and shall maintain orderly progress of the work, prevent duplication of effort and ensure proper sequence of operations.
- B. The Contractor shall coordinate with the Agency for the duration of the project.
 - 1. All technical design questions shall be referred to Cody Smith, County Engineer, at (541) 322-7113; cell phone (541) 699-8753.
 - 2. The Contractor will be responsible for keeping the Engineer informed of all activity throughout the project identified in this Contract.

1.02 QUALITY ASSURANCE

- A. Throughout the progress of the work, the Contractor shall provide all necessary personnel thoroughly familiar with the Specifications and Drawings, completely trained and experienced in the necessary skills, who shall be present at the site and direct all work performed.
- B. Conditions of Surfaces: Surfaces previously prepared or installed by another trade shall be inspected carefully before applying subsequent materials or finishes. If an unsatisfactory condition to that finish exists, notify the Engineer in writing, immediately. Otherwise, assume full responsibility for resulting appearance, condition and acceptance of finished surface.
- C. Covering Up: No Contractor or Subcontractor shall cover up or conceal work of other Contractor/Subcontractor until same has been inspected and/or approved.

1.03 SUBMITTALS

- A. Submit the names of Contractor's and all Subcontractor's representatives who shall direct the work.

2. PRODUCTS (RESERVED)

3. EXECUTION

3.01 COORDINATION

- A. Contractor shall verify and confirm all dimensions and conditions shown or implied on the Drawings and Specifications. Notify the Engineer of discrepancies prior to start of work.
- B. Verify sizes of custom manufactured items with actual job conditions before submitting Shop Drawings or commencing fabrication.
- C. Unless specifically dimensioned on Agency provided Drawings, the locations of fixtures, equipment, and the routing of piping are approximate and shall not be scaled from the drawings. It is the responsibility of the Contractor to coordinate work of his Subcontractors. Contractor shall require that Subcontractors carefully examine and familiarize themselves with the drawings covering work of other trades, and that they consult frequently with all other trades so that work may be properly coordinated. The nature of the drawings and the job conditions will not always permit installation in the location shown. When this situation occurs, it shall be brought to the Engineer's attention. Contractor shall remove and relocate such items at his own expense if so directed by the Engineer.

SECTION 01045 – CUTTING & PATCHING

1. GENERAL

1.01 DESCRIPTION

- A. Perform all cutting, fitting, and patching, including any attendant excavation and backfill, required to complete work and to:
 - 1. Make work fit together properly.
 - 2. Integrate with other work.
 - 3. Uncover work for installation of ill-timed work.
 - 4. Remove and replace defective and non-conforming work.
 - 5. Remove samples of installed work for testing.
 - 6. Provide penetrations through non-structural surfaces for mechanical and electrical work.

1.02 SUBMITTALS

- A. Submit written request for cutting approval to the Engineer well in advance of any cutting which affects:
 - 1. Structural integrity of any completed or existing work.
 - 2. Waterproof integrity of any weather-exposed or moisture-resistant work.

3. Efficiency, operational life, maintenance, or safety of any completed or existing work.
4. Visual qualities of any sight-exposed or moisture-resistant.

B. Request shall include:

1. Project identification.
2. Location and description of affected work
3. Necessity for cutting or alteration
4. Description of proposed work
5. Alternatives to cutting and patching

2. PRODUCTS

2.01 MATERIALS

- A. Patching products shall be similar to those specified or existing, as directed.

3. EXECUTION

3.01 EXISTING CONDITIONS

- A. Inspect existing conditions and identify work subject to damage or movement caused by proposed cutting and patching.
- B. After uncovering, inspect conditions affecting performance of work.
- C. Report unsatisfactory and questionable conditions to the Engineer.
- D. Do not proceed with work until the Engineer provides further instructions.

3.02 PREPARATION

- A. Protect other portions of project work against damage and discoloration.
- B. Protect work exposed by cutting against damage and discoloration.

3.03 PERFORMANCE

- A. When an abutting Structure or part of a Structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining Structure.
- B. Provide proper surfaces for patching and finishing.
- C. Employ qualified installer or fabricator to perform cutting and patching for:
 1. Weather-exposed or moisture-resistant surfaces.
 2. Sight-exposed finished surfaces.

- D. Cut concrete, asphalt and other rigid materials with masonry saw or core drill. Do not overcut at corners.
- E. Restore cut or removed work with new products to provide work complete in accordance with contract documents. Maintain any original fire-resistance rating.
- F. Where patching occurs, refinish entire surface to provide even finish to match adjacent work.

3.04 CLEANING & REPAIRING

- A. Including work of other trades, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section.
- B. Remove debris from project site upon work completion or sooner, if directed.

SECTION 01200 - PROJECT MEETINGS

1. GENERAL

1.01 GENERAL

- A. Project meetings will be held to accomplish the following:
 - 1. Coordinate the work of the project.
 - 2. Establish communication relationship between the Contractor and the Engineer.
 - 3. Establish sound working procedures.
 - 4. Review job progress, quality of work and approval and delivery of materials.
 - 5. Expedite the work to completion within the specified time limit.

1.02 PRECONSTRUCTION CONFERENCE

- A. Before any work is performed, the Contractor shall meet with the Engineer at a mutually agreed upon time to hold a preconstruction conference within 30 calendar days of the Notice to Proceed.
- B. The meeting will be conducted by the Engineer. In order to ensure completeness, uniformity and orderly procedures, an agenda for the meeting may be developed.

- C. 7 calendar days before the preconstruction conference, the Contractor shall submit a detailed Project Work schedule showing his proposed order of work and expected beginning and completion dates of each activity.

1.03 PROGRESS MEETINGS

- A. Meetings shall be held at the jobsite on a weekly basis at the Engineer's discretion.
- B. The meeting will be used for coordination between the Agency, Contractor, Sub- contractors, Suppliers and any other interested parties.
- C. The Contractor shall submit a weekly look-ahead schedule, as supplement to the Project Work schedule submitted before the preconstruction meeting, showing any deviations from previously submitted schedules. Look-ahead schedules shall show at least 3 weeks of activity.

SECTION 01300 - SUBMITTALS

1. GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other provisions pertaining to submittals are included in the General Conditions, the drawings and in the various sections of the specifications. Additionally, the Engineer may request submittals for any project component to verify compliance with project requirements.

1.02 SUBMITTAL REQUIREMENTS

- A. General: All submittals shall be identified by project title, and number and shall include Contractor's name, date and revision date. In addition, shop drawings, product data and samples shall include names of subcontractor and supplier,
applicable specification section number and Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with contract documents.
- B. Shop drawings: Submit 4 copies (1 if electronic) of each shop drawing required by the specifications. Show the information, dimensions, connections and other details necessary to ensure that the shop drawings accurately interpret the contract documents. Show adjoining work in such detail as required to indicate proper connections. Where adjoining connected work requires shop drawings or product data, submit such information for review at the same time so that connections can be accurately checked.
- C. Product data: Submit 4 copies (1 if electronic) of each item of product data required by the specifications. Modify product data by deleting information

which is not applicable to the project or by marking each copy to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.

- F. Effects of Review of Contractor's Submittals: Review of Drawings, method of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer on behalf of the Agency. The Contractor shall not have claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "APPROVED" or "APPROVED AS NOTED" shall mean that the Engineer has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

1.03 SCHEDULE

- A. The Contractor shall provide the following schedules and submit them not later than 7 calendar days before the preconstruction conference.
1. Contractor's construction schedule
 2. Contractor's list of subcontractors and schedule of submittals
 - a) The Contractor's list of subcontractors and schedule of submittals shall be based upon the Contractor's progress schedule so that the work can progress in accordance with the approved progress schedule.
 3. Contractor's schedule of values or lump sum breakdown of items.
- B. The Contractor shall immediately advise the Engineer of any proposed changes in his submitted schedules. If, in the opinion of the Engineer, any submitted schedule is inadequate to ensure completion of work within the time limit, or is otherwise not in accordance with the specification, or if the work is not being adequately or properly prosecuted in any respect, the Engineer shall have the right to require the Contractor to submit new schedules providing for proper and timely completion of the work.
- C. During the term of this Contract, the Engineer may require any schedule to be modified so that the changes in the work of this contract or related contracts (if any) are properly reflected in the schedule.

SECTION 01500 – TEMPORARY FACILITIES

1. GENERAL

1.01 CONTRACTOR ACTIVITIES

- A. Contractor shall comply with all governing laws, codes and regulations.
- B. Contractor shall pay required fees related to construction and contractor's activities.
- C. Temporary facilities and construction site shall be maintained in a clean and sanitary condition at all times and shall not interfere with Owner's normal use of existing facilities.
- D. Utilities shall not be used in a wasteful manner.

1.02 ELECTRICITY

- A. Electrical power is not available from existing maintenance facilities on site. Contractor shall provide all power required for construction.

1.03 WATER

- A. Water is available from existing maintenance facilities. Use of water and connection point must be coordinated with the Engineer. In no case shall use of water interfere with maintenance operations.

1.04 SANITARY FACILITIES

- A. The Contractor shall provide adequate toilet facilities for all workers and Agency staff employed on the work. The Contractors shall maintain in a sanitary condition from the beginning of the work until completion and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a sanitary condition.
- B. Repair and/or replace all damaged work at no additional cost to the Agency.

1.05 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; periodically dispose of off- site.

1.06 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to substantial completion inspection.
- B. Clean and repair damage by installation or use of temporary facilities. Remove underground installations; grade site as indicated.

SECTION 01600 – MATERIALS AND EQUIPMENT

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. This section includes general requirements pertaining to materials and equipment. Any such requirements as may be specified elsewhere or required by law are additional to the provisions included in this section.

1.02 SOURCE OF MATERIALS

- A. No source has been provided for any of the materials required for construction of this project. The Contractor shall make his own arrangements to obtain materials at Contractor's own expense and all costs of acquiring, producing and placing this material in the finished work will be considered incidental to the bid. Preference shall be given to domestic products.

1.03 QUALITY AND QUANTITY

- A. The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate in the Work only manufactured products made of new materials, unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufacture products meet Specifications. Material shall be furnished in quantities required to avoid delays in the progress of the work. Mechanical and electrical equipment shall be the products of established manufacturers of good reputation regularly engaged in the fabrication of such equipment.
- B. When materials are specified to conform to ASTM, Federal, or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Perform work in accord with manufacturer's instructions.
- B. Do not omit preparatory or installation procedures required by manufacturer.
- C. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformance with specified requirements.
- D. Should job conditions or specified requirements conflict with manufacturer's instructions, consult the Engineer. Do not proceed with work without clear instructions.

1.05 TRANSPORTATION AND HANDLING

- A. Factory-packed products shall be delivered in the manufacturer's original containers.
- B. Products shall be transported and handled in such a manner as to prevent their damage.
- C. Arrange for delivery of products within the time limits established by the Engineer.
- D. Furnish labor as necessary to receive and unload products delivered to the site. Do not deliver, or have delivered, any products to the site unless such forces are available.

1.06 STORAGE AND PROTECTION

- A. Neatly pile, store and protect products in locations where shown or directed.
- B. Protect products subject to damage by temperature or other weather conditions.

SECTION 01700 – PROJECT CLOSEOUT

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. Contractor shall provide all labor, material, and equipment to remove all temporary structures, all debris and surplus materials from the work site; to clean all interior and exterior surfaces, and equipment; to submit to the Engineer all required test reports, guarantees, warranties, bonds, printed equipment operating and maintenance instructions, maintenance manuals, record drawings, and the like as required by the specifications.
- B. Fill out, sign and date each section of the Agency provided closing document upon completion of the project.

1.02 FINAL CLEANUP

- A. Contractor shall perform the final cleanup of the project with meticulous care.
 - 1. Debris and excess materials shall be removed from the site and disposed of properly.
 - 2. Repair, patch and touch-up marred surfaces to match specified finish and adjacent surfaces.
 - 3. Clean all exposed surfaces of debris, dirt, marks and dust.

4. Maintain cleaning until final acceptance.

1.03 PROJECT RECORD DRAWINGS (AS-BUILT)

- A. Maintain, at the jobsite, one set of the contract drawings for recording as-built conditions. Mark (in red) changes made during the course of construction.
- B. Upon completion of the work, turn over the one marked-up set of prints to the Engineer.
- C. Requests for partial payment will not be approved if the marked-up prints are not kept current and request for final payment will not be approved until the marked-up prints are delivered to the Engineer.
- D. Where specified elsewhere in the technical specification, furnish the Engineer with corrected reproducible tracings of work included in the contract.

1.03 OPERATIONS AND MAINTENANCE MANUALS

- A. Provide notebooks containing all product data, warranty, operation and maintenance data in a neat and organized format.
- B. Provide two copies of all O&M notebooks for each piece of equipment.
- C. Requests for final payment will not be approved until the required manuals are delivered to the Engineer.

1.04 FINAL INSPECTION, TESTING AND START-UP

- A. Final Inspection and Testing
 1. Final inspection of the work by Engineer will be made within 5 days after receipt of the Contractor's written request. All field tests and adjustment procedures described in the specifications must be completed, and all defects or omissions noted must be corrected.
- B. Field Tests
 1. All systems shall be tested by the Contractor to the satisfaction of the Engineer before any facility is finally tested prior to being placed into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the work.

2. Testing shall be witnessed by the Engineer.

1.05 INSTRUCTION TO AGENCY PERSONNEL

- A. Prior to Final Inspection, fully instruct the Agency's operating and maintenance personnel in the operation, adjustment, and maintenance of products, equipment, and systems.

PART C – TECHNICAL SPECIFICATIONS

SECTION 02220 - EXCAVATING, BACKFILLING & COMPACTION

1. GENERAL

1.01 WORK INCLUDED

- A. Excavating, backfilling, trenching, embankment construction, grading, leveling and compaction to the lines, grades and Cross Sections shown or established.

1.02 PROJECT CONDITIONS

- A. Contractor shall follow all applicable rules adopted by the Oregon Utility Notification Center. Notify all affected utilities at least 48 hours in advance of actual excavation. The utilities notification system telephone number is 811 or 1-800-332-2344.
- B. Field locate all utilities including but not limited to gas, water, sewer, telephone, power and storm drain lines in advance of trenching operations.

2. PRODUCTS

2.01 MATERIALS

- A. Furnish general backfill containing no particle with any dimension greater than 3 inches, or other unsuitable material.
- B. Acceptance will be visual by the Engineer.

3. EXECUTION

3.01 EXCAVATION

- A. Contractor shall inspect the site before starting work. The Contract documents shall be field-verified and the Contractor shall notify the Engineer of discrepancies detrimental to completing the work as specified.
- B. General: Remove and dispose of all materials encountered to obtain

required sub-grade elevations. Do not carry excavations deeper than necessary. All over-excavated areas shall be corrected at the Contractor's expense with crushed aggregate fill to the satisfaction of the Engineer. Remove unacceptable or excess material from the site. Immediately after excavation is completed, the Engineer upon notification will make an inspection to determine if testing or additional excavation is required. The Contractor shall provide a minimum of forty-eight hours' notice for inspection.

- C. Excavate to lines and grades shown or established. The subgrade upon which the fill or structure is to be placed shall be undisturbed, true to grade and compacted to a density of not less than 95% of the maximum density to a depth of 1 foot below established subgrade elevation. Notify the Engineer of unacceptable conditions prior to proceeding.
- D. Locate excavated material in such a manner that it does not create a hazard to pedestrian or vehicular traffic, nor interfere with existing drainage.
- E. Known utilities and structures expected to be adjacent to or encountered in the work are shown on the drawings. It is expected that there may be discrepancies and omissions in the location of utilities and structures shown, and no responsibility is assumed by the Agency for their accuracy. The Contractor shall be responsible for the actual locating and protecting of existing utilities.
- F. The surface of the excavation shall be restored to original condition. All grading, subgrade preparation, and surfacing shall be installed accurately to the satisfaction of the Engineer. Where the excavation is made adjacent to an existing surface to remain, preform cutting according to Section 01045.
- H. If existing pavement areas that will be left in place are damaged due to hauling or to any other activity of the Contractor, repair the damaged areas according to 01045 at the Contractor's expense.
- I. Spillage of excavation materials on paved areas shall be immediately cleaned up by the Contractor. If required by the Engineer, cleanup shall include brooming and flushing with water.
- J. Contractor is responsible for design and installation for all required shoring necessary to complete excavations.

3.02 UNEXPECTED HAZARDOUS WASTE CONTAMINATION

- A. If unanticipated hazardous substances are discovered during construction, that threaten the health and safety of workers, the public, or the environment, the Contractor shall remove all affected employees and secure the area to prevent access and notify the Engineer immediately and provide written notification within 24 hours, setting forth a description of the incident.

- B. The Engineer will attempt to resolve the unanticipated situation expeditiously. Delays to work due to the discovery of unexpected contamination will be considered for exclusion from contract time.

3.03 EMBANKMENT, FILLS AND BACKFILLS

- A. Place embankment, fill and backfill sequentially as work progresses to prevent contamination of imported materials. Do not place embankment, fills or backfills until a relative compaction of 95% the maximum density has been achieved in the underlying surface.
- B. Do not place embankment, fill or backfill until all underground/underslab utilities are in place and approved by the Engineer or building officials, as required.
- C. Place in nearly horizontal layers not to exceed 8" thick. Compact to required density before placing subsequent layer.
- D. Use approved vibratory mechanical compacting equipment to achieve density required on drawings, but not less than 95% of maximum density.
- E. Test in-place materials for compaction according to the MFTP.

SECTION 02270 – EROSION CONTROL

1. GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor shall maintain and construct temporary erosion control structures as necessary to prevent erosion.

1.02 EROSION CONTROL REQUIREMENTS

- A. All work shall conform to applicable local, State and Federal erosion and sediment control regulations.
- B. Prior to any construction activity, provisions shall be made for the interception of all potential silt-laden runoff that could result from construction activity. Interception shall preclude any silt-laden runoff from discharging from the proposed construction to downstream properties. Specific laws, ordinances and resolutions regarding pollution prevention and natural resource preservation that may affect this project include, but are not limited to, the following:
 - 1. Federal Clean Water Act
 - 2. ORS 468-740 and OAR 340-41-455 (3)
- C. Contractor shall submit a written Erosion and Sediment Control Plan

(ESCP) to the Engineer prior to the start of construction.

- D. Contractor shall obtain erosion control permits and shall comply with all permit provisions, when required by the Agency, State, Federal or other local jurisdictions having authority.

2. PRODUCTS

2.01 BIOFILTER BAGS

- A. Provide minimum size 18" x 6" x 30" plastic mesh bags with ½" openings filled with approximately 45 pounds of clean, 100% recycled wood-product waste, as needed.

2.02 SAND BAGS

- A. Provide 24" x 12" x 6" durable, weather-resistant, tightly woven bags sufficient to prevent leakage of filler material. Fill bags with at least 75 pounds of firmly packed fine aggregate 3/8" minus or 3/8" to 3/16" pea gravel, as needed.

2.03 SEDIMENT FENCE

- A. Provide prepared fence comprised of geotextile fabric with integral 2 x 2 wood stakes. Embed base of fence in soil to block sediment passage.

2.04 OTHERS

- A. Provide other products and materials as necessary for a successful ESCP.

3. EXECUTION

3.01 GENERAL

- A. All erosion control products and materials shall be installed in accordance with the manufacturer's recommendations and shall conform to the requirements of applicable permits.
- B. Maintain all erosion control and sediment prevention elements to ensure that no sediments are allowed to leave the construction area. Make necessary adjustments to the erosion control plan throughout the project as required.
- C. Inspect erosion control elements at least once every 7 days, but within no more than 24 hours in the event of a significant rainfall event. Correct any deficiencies immediately upon discovery.
- D. All sediment barriers shall remain in place for the duration of work and shall be removed after surface restoration and cleanup has occurred.

SECTION 03000 – CONCRETE

1. GENERAL

- A. This work consists of designing, furnishing, and placing concrete for foundations as shown or specified in the contract documents. Work includes the preparation of concrete mix designs, supply, batching, delivery, placement, consolidation, finishing, curing, and protection of concrete. The design shall meet all applicable codes, standards, and project specifications, including strength, durability, and performance requirements. The work also includes all necessary formwork, joints, reinforcement placement coordination, and testing to ensure compliance with the design.
- B. Unless otherwise provided in the contract documents, the Contractor shall be responsible for securing and paying for all permits, inspections, and fees associated with the design, batching, and placement of concrete. The Contractor must ensure that all work is performed in compliance with approved mix designs, applicable codes, standards, and specifications, including inspection and approval during and after concrete placement.

2. PRODUCTS

- A. Furnish the proposed concrete mix design to the Engineer at least 7 calendar days before using any Concrete. The concrete mix design shall list the proportions by weight of the following Materials:
- Air entraining admixtures
 - Cement
 - Each size of aggregate
 - Fly ash
 - Other admixtures
 - Water
- B. Furnish a workable concrete mixture that is uniform in composition and consistency, and unless otherwise shown or specified, has the following characteristics:
- Entrained Air – 4.0 to 7.0 percent
 - Slump – 5 inches or less
 - Compressive Strength – Minimum 3,000 psi at 28 days
 - Temperature – Min 50 degrees Fahrenheit, max 90 degrees Fahrenheit
- C. Do not use field-mixed concrete unless approved by the Engineer.
- D. Sampling and Testing shall be performed at the site of placement from the discharge of the delivery vehicle. All sampling and testing shall be performed by a certified Quality Control Technician (QCT).
- E. Send delivery tickets with each load of concrete recording the source, Day, time of batch, size of load, and quantity of individual constituents in the load.

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- F. Acceptance of plastic concrete will be based off of tests performed by a QCT according to the MFTP and constituents shall be in accordance with part 2.B of this section.
- G. Acceptance of hardened concrete will be according to part 2.B of this section. Cast one set of (3) cylinders per 20 cubic yards, with a maximum of 1 set per Day.

3. DESIGN

- A. In accordance with 2021 International Building Code as Amended by the State of Oregon (2022 Oregon Structural Specialty Code).
- B. The concrete foundation shall be designed by a Registered Professional Engineer licensed by the State of Oregon.
- C. Satisfy the minimum design criteria shown on Agency provided drawings.

4. EXECUTION

- A. Place concrete using best common practices to avoid segregation. Spade to achieve a homogeneous concrete, free of voids, and Rock pockets. Place within 90 minutes after batching and mixing.
- B. Place shoring and forms to the lines and grades shown or directed.
- C. Do not place concrete when the air temperature is below 40 degrees Fahrenheit without approval. Protect concrete from freezing if the air temperature is expected to drop below 40 degrees Fahrenheit during the first 5 Calendar days after placement.
- D. Cure concrete by covering with wet burlap, canvas, sand or other acceptable material and keep moist for a minimum of 7 Calendar days.
- E. Give concrete surfaces a general surface finish.
 - Remove form bolts and metal to a depth of 1 inch.
 - Remove rock pocket and unsound concrete.
 - Fill holes and depressions at least ¼ inch in depth or diameter with an approved Portland cement concrete repair material.
 - Correct bulges, fins, depressions stains discolorations and imperfections as directed.
 - The Engineer will determine the extent of the required repairs.
- F. Remove concrete represented by cylinders that fail to meet the minimum strength requirement and replace at no additional cost to eh Agency. If the Engineer determines that the low strength concrete is suitable for the purpose intended, the Contractor may accept a price reduction established by the Engineer instead of removal and replacement.

SECTION 03100 – STEEL REINFORCEMENT FOR CONCRETE

1. GENERAL

- A. This work consists of designing, furnishing, fabricating, and placing reinforcing steel for concrete foundations as shown or specified in the contract documents. Work includes the preparation of reinforcement designs, supply, cutting, bending, and placement of reinforcement bars, chairs, ties, supports, and other accessories required to ensure proper positioning and spacing. The design shall meet all applicable codes, standards, and project specifications, including reinforcement layouts, bar sizes, cover requirements, and splice lengths.
- B. Unless otherwise provided in the contract documents, the Contractor shall be responsible for securing and paying for all permits, inspections, and fees associated with the design, fabrication, and installation of reinforcing steel. The Contractor must ensure that all work is performed in compliance with approved designs, applicable codes, standards, and specifications, including inspection and approval prior to concrete placement.

2. PRODUCTS

- A. Furnish Materials meeting the requirements shown or specified. All reinforcing steel shall conform to ASTM A615, Grade 60. Smooth bars or welded bars shall conform to ASTM A185.
- B. Fabrication – Cold bend reinforcement bars to the shapes shown. Make bends, tag, mark and ship reinforcement bars according to the current edition of the CRSI “Manual of Standard Practice.”

3. DESIGN

- A. Before ordering material, submit all shop drawings to the Engineer for approval. Do not order material until Shop Drawings have been approved. The review of Shop Drawings by the Engineer will not relive the Contractor of responsibility for the correctness of such Drawings. Revise Shop Drawings as required to make them comply with the design drawings at no additional cost to the Agency.

4. EXECUTION

- A. Store reinforcement above the surface of the ground on dunnage. Protect reinforcement from damage at all times. Ensure reinforcement is free of dirt, detrimental rust or scale, paint, oil and other foreign substances when place in the Work.
- B. Place all reinforcement within the tolerances recommended in the CRSO “Manual of Standard Practice” unless otherwise specified. Hold reinforcement firmly during the placing and setting of concrete.

- C. Ties and Supports – Keep reinforcement properly positions during placement of concrete according to the following:
- In top mats of footings and deck slabs, tie bars at all intersections except where bar spacing is less than 6 inches, tie bars at alternate intersections.
 - Tie all other bars at all intersection except where bar spacing is less than 1 foot in each direction, tie bars at alternate intersection.
 - Use precast concrete bar supports with approved shape and dimensions, and equal or greater compressive strength as the concrete to be placed.
 - When precast concrete bar supports are used, provide Wired Blocks. Provide tie wires that are either plastic or epoxy coated.
 - Turn up the legs of steel wire bar supports a minimum of 1/8 inch.
 - Separate layers of bars with precast concrete bar supports or by other approved bar support devices.
- Do not use pebbles, broken stone or brick, metal pipe or wooden blocks as bar supports.
- D. Clearances
- Provide the same surface clearance for ties and splices that is shown or specified for the reinforcement.
 - Maintain clearance distance from the forms with stays, precast concrete blocks, ties, hangers or other approved supports.
- E. Furnish full length reinforcing bars the specific length shown or the calculated length for those designated “continuous”. If specific locations are designated for splices, make splices only at those locations, or use full-length bars. In the absence of other directions, furnish reinforcing bars to provide the minimum practical number of bars.
- F. In lapped splices, place bars in contact and fasten together with a minimum of 3 ties per splice.
- G. Do not place concrete until steel members have been inspected and approved according to the inspection schedule shown. Concrete places in violation of this provision may be rejected and removal required.
- H. Do not substitute different size bars unless approved.

SECTION 04000 – AGGREGATE BASE

1. GENERAL

- A. This work consists of furnishing and placing one or more courses of Aggregate base on prepared surfaces to the lines, grades, thicknesses and cross sections shown or established.

2. PRODUCTS

- A. Furnish crushed aggregate base: Washed, sound, durable rock free of soft, friable, thin, elongated, or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substance. 3/4"-0 mechanically crushed aggregate. No more than 5% passing the No. 200 sieve. Material shall be free of non-aggregate debris.

3. EXECUTION

- A. Provide a firm surface in which aggregates are to be placed according to Agency provided Drawings and section 02220.
- B. Transport the Aggregate to the job site, add water to obtain proper moisture content, and place on the prepared surface or material by means acceptable to the Engineer.
- C. If the required compacted depth of the Base exceeds 6 inches, construct it in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches. Place each layer in spreads as wide as practice and to the full width of the course before a succeeding layer is placed.
- D. Use rollers or other approved vibratory mechanical compacting equipment to achieve adequate density to show no reaction or yielding observed under the compactor. Provide water over the materials for proper compaction, and as directed.
- E. The finished surface and the surface of each underlying layer of the Aggregate shall parallel the established grade and Cross Section for the finished surface within 0.04 foot. The finished surface of compacted Aggregate Base, when tested with a 12-foot straight edge shall not vary by more than 1/2 inch at any point. Furnish and operate the straightedge as directed.
- F. After construction of each layer and completion of Base, maintain the layer to specified conditions and prevent or repair segregation, raveling or rutting until it is covered with a following layer or until all Work is completed.
- G. Acceptance will be based on visual inspection by the Engineer.

SECTION 05100 – METAL BUILDINGS

1. GENERAL

1.01 SCOPE

- A. This work consists of designing, furnishing and erecting steel framed metal buildings as shown or established. Work includes the complete design,

furnishing and erection of a metal frame building, including but not limited to, steel frame members, bracing, siding, roofing, hardware, connections, sealants, accessories and other components necessary to complete the work as shown or specified.

- B. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work as shown or specified.

1.03 DESIGN REQUIREMENTS

- A. In accordance with 2021 International Building Code as Amended by the State of Oregon (2022 Oregon Structural Specialty Code).
- B. The manufactured steel building shall be designed by a Registered Professional Engineer licensed by the State of Oregon.
- C. Satisfy the minimum design criteria shown on Agency provided drawings.

1.04 SHOP DRAWINGS

- A. Submit in accordance with Section 01300 for review and approval. Any Work done before review of these drawings shall be at the Contractor's risk. Submit copies of revisions to the working drawings for review.
- B. Include type, size and stress grade of members; location; and complete fabrication and installation details, including required bearing, bracing, bridging, blocking, fastening, attaching devices, spacing, and load capacities.
- C. Include complete calculations for each design showing internal layout member forces and reactions.
- D. Bear designer's Seal of License.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. Prior to installation submit handling and erection instruction to general contractor including bracing requirements.
- B. Furnish test results certificates, showing chemical analysis and physical tests for each heat or plate of steel, for all members. Test results certificates shall:
 - Be from the manufacturer, verifying the Material furnished has been sampled and tested and the test results meet the Specifications.

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- Include, or be accompanied by, a copy of the specified test results (AASHTO, ASTM, UL or other)
- Identify the testing agency and the representative responsible for the test results
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer prior to incorporating the material into the Work.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. In transporting, handling and storing materials, avoid bending, scraping or overstressing the materials. Reject pieces bent or otherwise damaged.
- B. Store according to manufacturer's instructions.

1.07 FIELD MEASUREMENTS

- A. Verify prior to fabrication.
- B. If field measurements differ slightly from drawing dimensions modify work as required for accurate fit. If measurements differ substantially, notify the Engineer prior to fabrication.

1.08 INSPECTIONS

- A. All erecting Work is subject to the Engineer's inspection and approval. Provide facilities required for thorough inspection of the Work.
- B. Contractor shall be responsible for ensuring all special inspections required by local, State and Federal law, building codes and others as applicable are completed before proceeding with the Work. Contractor shall be responsible for costs associated with special inspections.

3. EXECUTION

3.01 EXISTING CONDITIONS

- A. Verify that structure and surfaces to support the metal building are rigid, secure, accurately sized and located, and otherwise properly prepared.
- B. Do not start work until conditions are satisfactory.

3.02 PROTECTING OTHER WORK

- A. Protect against damage and discoloration caused by work of this section.

3.03 ERECTION

- A. Follow manufacturer's directions and approved shop drawings.
- B. Hoist steel members by picking at designated lifting points.
- C. Prohibit excessive out-of-plane bending.
- D. Do not perform hammering which will injure or distort the members.
- E. Accurately locate and install steel members plumb, secure, and rigid with adjacent members in true alignment, following any match marks.
- F. Provide necessary bridging, bearing plates, anchoring clips, and bracing required to resist temporary and permanent vertical and lateral loads.

3.04 MISFITS

- A. The correction of minor misfits involving small amounts of reaming, cutting and chipping will be considered legitimate part of the erection. However, immediately report to the Engineer any error in the shop fabrication or deformation resulting from handling, storage and transportation which prevents the proper assembling and fitting up of parts by the moderate use of drift pins, or by a moderate amount of reaming and slight chipping or cutting. Have the correction method approved. Make the correction in the Engineer's presence. The Contractor shall be responsible for all misfits, errors and injuries. Make the necessary corrections and replacement as approved by the stamping engineer of the metal building, the manufacturer and the Engineer.

3.04 CLEANING AND REPAIRING

- A. Including work of other sections, clean, repair and touch-up, or replace when directed, products which have been soiled, discolored, or damaged by work of this section.
- B. Remove debris from project site upon work completion or sooner, if directed.

SECTION 09900 – PAINTING AND FINISHING

1. GENERAL

1.01 SCOPE

- A. This work includes preparing and coating new metal Structures and features in the field, including metal panels and roofing. If coating is completed by the manufacturer prior to delivery to the site, this section will not apply.

1.02 DESCRIPTION

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- A. The term "Paint" as used herein includes enamels, paints, sealers, fillers, and other coatings, whether or not pigmented and whether used as a prime, intermediate or top coat.

1.03 QUALITY ASSURANCE

- A. Labels: Each Product container shall bear Manufacturer's label indicating: Manufacturer's name, Type of Material, Manufacturer's stock or product number, and if applicable color and instructions for reducing.

1.04 SUBMITTALS

- A. Submit color samples to the Engineer for approval prior to painting.

1.05 DELIVERY STORAGE AND PROTECTION

- A. Deliver materials in original sealed containers; Manufacturer's labels intact and legible at time of use.
- B. Store only approved materials at job site and in areas that ensure protection from contamination or damage by the elements.
- C. Use all means necessary to insure safe storage and use of materials. Remove waste, debris, rags, and empty cans daily.
- D. Do not deliver or store any painting material in building until Engineer and painting contractor agree that the area in question is thoroughly dry and proper temperatures will be maintained.
- E. Protect Painting Work and Work of other trades with suitable coverings.

2. PRODUCTS

2.01 MANUFACTURER

- A. Materials selected for coating systems for each type surface shall be the product of a single Manufacturer.
- B. Products manufactured by Sherwin-Williams, or approved alternate.
- C. Use only products which are recommended by approved Manufacturer for use with the materials, and under conditions of service to be encountered by the Work.

2.02 MIXING AND TINTING

- A. Color as shown, or directed by the Engineer.

3. EXECUTION

3.01 GENERAL

A. Inspection and Coordination:

1. Inspect surfaces to receive Finishes. Notify the Engineer of unsatisfactory conditions requiring correction. Do not proceed until all conditions are satisfactory.
2. Verify that Work of other Trades is sufficiently completed, cured, approved, and ready to receive finishes.
3. Test surfaces to be painted with standard moisture meter and do not apply initial coating until moisture content is within required limits.
4. Do not paint putty, caulking or sealants, concrete, plaster, or other similar products (which are required to cure), until thoroughly cured.

B. Job Conditions:

1. Apply paint only under dry and dust free conditions; maintain conditions until paint is cured.

3.02 SURFACE PREPARATION

A. General: Strictly comply with Product Manufacturer's recommendations.

B. Galvanized Metal and Zinc Alloy: Thoroughly clean with surface conditioner, and dry with clean cloth.

C. Non-galvanized Steel: Remove all oil, rust, scale and dirt; touch up damaged Shop Coat areas. Where shop coat is asphalt Base Paint, apply one coat Polyvinyl Acetate Asphalt sealer before applying Finish Coats hereinafter specified.

3.03 APPLICATION

A. General:

1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint Manufacturer.
2. Apply coating with suitable brushes, rollers or spraying equipment. Rate of application shall not exceed that as recommended by paint Manufacturer for the surface involved.
3. Comply with Product Manufacturer's recommendations for drying time between succeeding coats.
4. Sand and dust between each coat to remove defects visible at 5 ft. distance.
5. Finish coats shall be smooth, free of brush marks, streaks, laps, pile-up, and skipped or missed areas.
6. Cut paint edges clean and sharp against other materials or colors, without overlap.

- B. Coverage: Provide additional coats as required to meet the following requirements:
 - 1. With the exception of semi-transparent stains and clear finishes, all paint films shall be completely and uniformly opaque, regardless of the Dry Mil Thickness (DMT) or number of coats specified.
 - 2. Dry Mil Thickness (DMT) shall be no less than recommended by Manufacturer or scheduled herein, whichever is greater.
 - 3. Both the number of coats and Dry Mil Thickness (where scheduled) are minimums and independent of each other.

3.04 CLEANING AND REPAIR

- A. Immediately remove spills, and splatters. Repair or replace all Work damaged or stained by painting, when directed, and leave in acceptable condition at time of final acceptance.

3.05.1 PAINTING SCHEDULE

A. General:

- 1. Prime coats may be omitted from existing finished surfaces, provided existing coating is sound.
- 2. DMT (Dry Mil Thickness) is minimum total including primers where scheduled.

B. Exterior Coatings:

- 1. Metal siding and roofing
Prime: 1 coat rust inhibiting primer
Finish: 2 coats semi-gloss alkyd enamel
DMT: 4.0 mils

SECTION 16000 - BASIC ELECTRICAL REQUIREMENTS

1. GENERAL

1.01 DEFINITIONS

- A. The Work consists of furnishing and installing Materials for electrical systems.

1.02 REGULATORY REQUIREMENTS

- A. Conform to the requirements of the Oregon Electrical Specialty Code, latest adopted edition. If any conflict occurs between adopted code rules and this Specification, the codes are to govern. Nothing in these drawings and specifications shall be construed to permit work not conforming to governing codes.

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- B. All electrical equipment shall bear the label of the testing laboratories recognized by the State of Oregon as meeting the testing standards for minimum electrical safety.
- C. Materials shall, where rated, be UL listed and conform to applicable ANSI, NFPA, NEMA, ISA and OSHA, or other recognized standards.

1.03 DESIGN

- A. Major components of electrical system are shown on the drawings. Work must incorporate at a minimum the components and functionality shown on the drawings.
- B. The Contractor is responsible for the design of electrical system circuits and components. Design must incorporate at a minimum the components and functionality shown on the drawings.

1.04 QUALITY ASSURANCE

- A. Every person engaged in the installation of electrical Equipment and wiring systems shall possess a valid Oregon Electrical Supervising or Journeyman's License, or be registered as an Electrical Apprentice.
- B. All work shall be in accordance with all applicable codes, rules and laws of the jurisdiction having authority.

1.05 SUBMITTALS

- A. Provide submittals for all equipment and materials.

1.06 DESCRIPTION

- A. Furnish labor, supervision, and permits and provide all materials and equipment required to complete the work specified herein and shown on the Drawings.
- B. Provide complete and fully operational systems with facilities and services to meet requirements indicated in accordance with applicable codes and ordinances.
- C. The Drawings indicate schematic locations. Verify all locations with actual field conditions and avoid installation conflicts.
- D. Record drawings are to be maintained to reflect installed circuiting.

1.07 PERMITS AND FEES

- A. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work as shown or specified.

1.08 COORDINATION

- A. Electrical subcontractor shall coordinate with work of all other trades for proper execution of the work.

1.09 PROJECT/SITE CONDITIONS

- A. Install work in locations shown on Drawings, modify and make minor adjustments as required to fit actual conditions.

2. PRODUCTS

2.01 GENERAL

- A. All materials shall be new, of the best quality and free from defects. They shall be designed to insure satisfactory operation and operating life in the environmental conditions which will exist where they are being installed.
- B. Each type of material shall be of the same make and quality. The materials furnished shall be of the standard products of manufacturers regularly engaged in the production of such equipment.
- C. Protection. Materials and equipment delivered to the site shall be stored and protected in such a manner as to effectively prevent damage from climatic conditions, condensation, dust, physical abuse. A location shall be chosen which will not interfere with the operations of other contractors or the Owner. Storage and handling shall be performed in manners which will afford maximum protection to the equipment and materials.

2.02 QUALITY

- A. At no additional charge to the Agency, replace or repair any work or Material which develops defects, except from abuse, within one year from the Agency's written acceptance.

2.03 LIGHTS AND FIXTURES

- A. Provide the following light fixtures, or approved equal, at locations shown:
Manufacturer: e-conolight
Model: E-DD1L66C1
Light Output: 7500 Lumens
Color: Cool White
Power consumption: 66W

3. EXECUTION

3.01 CODES, ORDINANCES AND REGULATIONS

- A. All work shall conform to all applicable Federal, State and Local Codes, Ordinances, Regulations and Laws.
- B. All work shall conform to the current edition of the National Electrical Code and the Oregon Electrical Specialty Code.
- C. Furnish products listed and classified by the Underwriters Laboratories, Inc. as suitable for the purpose specified and shown.
- D. Code requirements shall be considered a minimum guide for the work. Where Drawings or Specifications require wiring or materials in excess of Code minimum, install work as called for in contract documents.

3.02 COORDINATION

- A. Coordinate work with shop drawings of others. Coordinate work with other trades and determine in advance where conflicts occur.
- B. Report immediately any error, conflict or discrepancy in the Drawings, Specifications and/or existing conditions. Do not proceed until clarifications of all errors, conflicts or discrepancies have been made.
- C. Contractor shall coordinate work with the power utility company to verify conditions, locations, and equipment is in accordance with power company standards and to ensure any inspections shown, specified or otherwise required, are completed.

3.03 INSTALLATION AND WORKMANSHIP

- A. Materials and equipment shall be installed in accordance with the approved recommendations of the manufacturer to conform to the contract documents.
- B. Work shall be performed in a neat and professional manner. Sloppy or poorly executed work shall be removed and replaced at no additional cost to the Agency.

3.05 TRENCHING

- A. Excavate trenches to the lines, grades and cross sections established or approved. Furnish, place, and remove any shoring required to prevent caving of the walls.

- B. When excavating in paved areas, cut with an approved Pavement cutting saw to a depth of at least 2 inches along the neat boundaries of the area to be removed. Cut sharp, and well-defined Pavement edges with no evidence of cracking, delaminating, or stressing.
- C. Excavate for conduit to provide a minimum of 36" of cover as shown.
- D. Backfill according to the following:
 - Bedding: Place 2 inches of sand blanket in trench bottom before placing conduit.
 - Cover: Cover conduit with 2 inches of additional sand blanket.
 - Backfill: Place aggregate base material meeting the requirements of Section 04000 Part 2(A) in layers not greater than 6".
 - Compaction: Compact each layer using vibratory mechanical compacting equipment to achieve adequate density to show no reaction or yielding observed under the compactor. Provide water over the materials for proper compaction, and as directed.
- E. All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

3.05 CUTTING OF BUILDING CONSTRUCTION

- A. Obtain permission from the Engineer prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills except where space limitations prevent the use of such drills.
- B. All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

3.06 DRAWINGS/OPERATING MANUALS

- A. At the project completion, provide to the Engineer one complete set of "As-constructed" drawings to show all electrical work as-installed.
- B. Provide schematic drawings for all electrical systems that differ from the contract drawings at the conclusion of the project. The schematic drawings shall be clearly legible and fully descriptive of the system installation and operation.

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