



Deschutes County Board of Commissioners
1300 NW Wall Street, Suite 200, Bend OR 97701-1960
541.388.6570 – Fax 541.385.3202 – www.deschutes.org

AGENDA REQUEST AND STAFF REPORT

For Board Business Meeting of: February 10, 2016

DATE: February 3, 2016

FROM: Chris Doty, PE Road Department Phone: 541.322.7105

TITLE OF AGENDA ITEM: Bid Protest Hearing – JAL Construction Inc.

This is a hearing before the BOCC acting as the Contract Review Board to review the bid protest of JAL Construction Inc. which was filed on February 1, 2016. The bid protest disputes the Notice of Intent to Award Letter issued by the BOCC on January 27, 2016 to award the Powell Butte Highway Roundabout Project (#2016-003) to Shamrock Northwest Construction, LLC.

PUBLIC HEARING ON THIS DATE? This is a bid protest hearing.

BACKGROUND AND POLICY IMPLICATIONS:

On December 30, 2015, the Deschutes County Road Department issued bid documents for construction of the Powell Butte Highway Roundabout Project. Pursuant to the bid documents, a mandatory pre-bid meeting of prospective bidders was held on January 12, 2016. An addendum to the bid documents (Addendum #1) was subsequently issued on January 14, 2016.

An addendum is a document issued during the bidding process (after bid documents have been published) which clarifies information, supplies additional support information, and/or modifies, increases, or decreases the scope of the proposed work. As such, **an addendum becomes a part of the bid documents and contract documents for a project**. Due to the fact that addenda are issued after publication of the initial set of bid documents, acknowledgement of receipt (and incorporation into the bid) is an important requirement of the bid process. Without acknowledgement by a prospective bidder, it is not possible to determine on the surface of their bid if it contains the changes to the bid documents and therefore an “apples-to-apples” comparison between prospective bidders cannot occur.

The addendum (Addendum #1) issued for the above project contained 25 points of modification in the form of additional information, clarification of existing information, and changes to project scope. Addendum #1 included a single revised page to the four page bid schedule, as well as six revised plan sheets. The amount of change and clarification provided in Addendum #1 could not be described as insignificant. Addendum #1 is attached to this staff report.

Addendum #1 modified the bid documents to require acknowledgement of the addendum and all of its content. This acknowledgement was to be included within a bidder’s proposal via a signed copy of Addendum #1 in the provided signature block on the form, as well as inclusion of all of the attachments (revised page within bid schedule and the six plan sheets).

On January 27, 2016, Deschutes County opened bids for construction of the Powell Butte Highway Roundabout Project. Upon opening bids it was discovered that the apparent low bidder

– JAL Construction Inc. did not include a signed copy of Addendum #1 or any of the associated attachments, with the exception of the revised bid schedule page.

As such, the JAL Construction Inc. bid was determined by staff to be non-responsive.

Addendum #1 modified the bid documents to require submittal of a bidder's signature and inclusion of Addendum #1 (and attachments) to be submitted with the bid proposal. As the JAL bid proposal did not provide these documents, it did not meet the minimum requirements of the bid as outlined in Section 18(a) of the Information for Bidders.

Lack of acknowledgement of addendum within a bid is also grounds for rejection as noted within the General Conditions of the bid documents. Per section 00120.70 of the Oregon Standard Specifications for Construction, 2015, (incorporated by reference into the Contract Documents for this project): *"A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the bid non-responsive. Examples of irregularities include..."*

• *The Bid does not acknowledge all issued Addenda."*

The JAL bid did contain the revised page from the bid schedule which noted changes in the specification affecting two bid items. The revised bid schedule sheet directly or indirectly addresses three of the 25 points of modification that were identified in Addendum #1. Inclusion of the revised page in the JAL bid therefore did not serve as an appropriate and complete acknowledgment of Addendum #1.

Finally, Oregon Administrative Rule #137-047-0430 addresses Addenda to Solicitation Documents as follows:

(1) *Issuance; Receipt. The Contracting Agency may change a Solicitation Document only by Written Addenda. An Offeror shall provide Written acknowledgment of receipt of all issued Addenda with its Offer, unless the Contracting Agency otherwise specifies in the Addenda.*

Addendum #1 provided clear instructions regarding the incorporation of the signed document (and attachments) into the bidder's proposal. With the exception of the JAL bid, all bidders complied with this instruction.

In this circumstance, an apples-to-apples bid comparison cannot be achieved without acknowledgement of Addendum #1. In order to uphold the integrity of the County's bid process, the JAL bid must be rendered non-responsive.

FISCAL IMPLICATIONS:

To the extent the JAL bid remains non-responsive, there is no fiscal implication to the County. The non-responsive JAL bid was \$3,060.95 less than the first place responsive bid submitted by Shamrock Northwest Construction.

RECOMMENDATION AND ACTION REQUESTED:

Staff recommends the BOCC uphold the award of the contract to Shamrock Northwest Construction and direct legal counsel to prepare written disposition findings to be adopted via Board Order.

ATTENDANCE: Chris Doty, Road Department Director, George Kolb, County Engineer

DISTRIBUTION OF DOCUMENTS: Board Secretary

STEWART SOKOL & LARKIN LLC

ATTORNEYS AT LAW

John Spencer Stewart PC *†♦□#
Jan D. Sokol*†□
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James M. Daigle PC*□
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♦ Alaska Bar
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Wyoming Bar
‡ California Bar

February 1, 2016

By Hand-Delivery and E-mail

Board of County Commissioners
Deschutes County
Deschutes County Services Building
1300 NW Wall Street
Bend, OR 97701
board@deschutes.org

Re: JAL Construction, Inc. / Powell Butte Hwy. Roundabout Project
Deschutes County Contract No. 2016-003
Our File No. 7827.013

JAL CONSTRUCTION, INC. BID PROTEST

Dear Commissioners:

This firm represents JAL Construction, Inc. ("JAL"), which submitted the lowest responsive and responsible bid in connection with the above-referenced Deschutes County project to construct the Powell Butte Highway Roundabout (the "Contract"). JAL is in receipt of the Notice of Intent to Award Contract ("Notice") dated January 27, 2016, which evinces an intent to award the Contract to a different bidder, Shamrock Northwest Construction, Inc. ("Shamrock"), which submitted a higher bid than JAL. This constitutes JAL's protest of that Notice. The specific bases for JAL's protest are set forth below. Pursuant to applicable law and the County's own Bid Documents, the County is mandatorily required to award the Contract to JAL as the lowest responsive and responsible bidder.

Though the County's Bid Summary reflects that JAL's bid (\$1,306,932.05) was the lowest bid received, the Notice does not mention that fact (or JAL) and only expresses an intent to award the Contract to Shamrock for a higher price. The County Engineer's Staff Report dated January 20, 2016 comments that JAL "did not include Addendum No. 1 in the bid packet," and opines that JAL's bid:

did not meet the requirements of the bid documents and should be rejected pursuant to language contained in Information to Bidders No. 18a. which states, "Each Bid must be submitted on forms furnished by the County, and include a complete set of contract documents."

See Jan. 20, 2016 Agenda Request & Staff Report at 1. There are several problems, legally and factually, with the Staff's recommendation in this regard.

1. JAL's Bid Utilized All Bid Forms Required By the Bid Documents, Including the Revised Bid Schedule Page From Addendum No. 1.

Contrary to the Staff Report, JAL did, in fact, return the only bid-related pages from Addendum No. 1 with its bid. Among other things, Addendum No. 1 replaces Section 00640 of the Special Provisions with Section 00641 of the Standard Specifications. That change impacted bid items 170 and 180, so Addendum No. 1 included a revised page 53a for bidders to use instead of the original page 53 in the original Bid Schedule. The revised page (53a) included (in bold font, which further differentiates it from the original page 53) the new Section 00641 reference for those two bid items. ***JAL's bid made that correction and utilized the revised page (53a) from Addendum No. 1 in the Bid Schedule it submitted with its signed bid.***

The only thing JAL did not do is return a separately signed Addendum No. 1 in its entirety. But such a duplicative exercise is not required in the Information for Bidders or the other Bid Documents.

As written, the Bid Documents do not contain any requirement to return a signed Addendum No. 1 with a bid. The Bid Documents refer only to the bid forms, which JAL properly completed and submitted. For example, Section 3 of the Information for Bidders "Form of Proposals," only requires that "proposals must be submitted on the forms furnished," and Section 6 provides that "Proposals must be made on the prescribed proposal forms furnished." Again, JAL not only submitted all required pages of the Bid Proposal and Bid Schedule forms that were included in the Bid Documents, but JAL also inserted the revised Bid Schedule form 53a from Addendum No. 1. ***JAL's bid utilized all required bid forms from the Bid Documents.***

2. The Staff's Reliance on Section 18a is Misplaced.

The Staff Report relies only on Section 18(a) of the Information for Bidders section of the Bid Documents, which requires that "Each bid must be submitted on forms furnished by the County and include a complete set of contract documents." That section does not support rejecting JAL's bid.

As discussed above, the only County forms the Bid Documents require to be submitted are the Bid forms, including the Bid Schedule. JAL properly submitted complete versions of those bid forms with the required signature on the space provided.

Consistently, Section 18(a) only refers to the forms relating to the “Bid” and does not mention addenda. It also vaguely refers to requiring “a complete set of contract documents,” but nowhere do the Bid Documents indicate that an addenda acknowledgment is included in the “contract documents.” In fact, Section 2 of the Information for Bidders section of the Bid Documents defines the “Contract documents” as “consist[ing] of the material bound herewith.” As it was issued after the Bid Documents, Addendum No. 1 was not included in the “material bound” with the Bid Documents.

3. JAL’s Bid Was Signed On the Space Provided on the Bid Form. The Bid Documents Do Not Require a Signed Addendum to Be Submitted.

The only signature requirement in the Bid Documents is in Section 5, which provides that each bidder “shall sign his proposal in the blank space provided.” Likewise, Section 18(b) requires that “Each Bid must be signed by the bidder.” JAL’s bid was properly signed on the one and only space provided on the County’s bid form. There is no reference anywhere in the Bid Documents requiring an Addendum to be separately signed or submitted with the bid.

4. Because Its Bid Strictly Complied With the Plain Requirements of the Bid Documents, The County is Mandatorily Required to Award to JAL.

Based on the foregoing, JAL’s bid strictly complied with all requirements set forth in the Bid Documents. As such, since JAL was the lowest responsive and responsible bidder, the County has no legal basis to reject JAL’s conforming bid and the County is mandatorily required to award the Contract to JAL.

Under Oregon law, ORS 279C.375(1), “the contracting agency ***shall*** award the contract to the ***lowest*** responsible bidder.” (emphasis added) “‘Shall is a command: it is ‘used in laws, regulations, or directives to express what is mandatory.’” *Preble v. Dept. of Rev.*, 331 Or 320, 324 (2000). This mandatory imperative is consistent not only with fundamental fairness and the tenets underlying the competitive bidding system, but it also directly serves the policies codified in ORS Chapter 279C that all “public improvement contracts awarded under this chapter must be based on competitive bidding,” and that “contracting agencies shall make ***every effort*** to construct public improvements at the least cost to the contracting agency.” ORS 279C.300; 279C.305(1) (emphasis added).

5. Awarding to JAL is Further Supported (and Mandatorily Required) By the County’s Bid Documents, Common Sense and Fairness.

The only conceivable purpose of requesting bidders to sign and return an acknowledgment of receipt of an addenda is to confirm that bidders received the addenda and incorporated it into their bids. There can be no other purpose. For

several reasons, rejecting JAL's low bid does not serve that purpose and is actually inconsistent with that purpose (and with the express terms of the County's Bid Documents).

First, there can be no question that JAL received Addendum No. 1 and incorporated it into its bid, because JAL utilized the revised page 53a of the Bid Schedule that was only circulated with Addendum No. 1. By submitting that revised page of its bid, JAL unequivocally confirmed that it received the Addendum.

Regardless of that undisputable fact, the County's own Bid Documents clearly dictate the outcome with respect to addenda even if it was unclear whether or not a bidder received an addendum. Section 16 of the Information for Bidders allows for addenda and provides that:

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.

Though the second sentence is somewhat vaguely worded,¹ the plain meaning of this Section is that a bidder will be deemed to be bound by the terms of any addendum, especially where (as here) the addendum is included in the bid as submitted.

Furthermore, the County's evaluation is governed by Section 18(h) of the Information for Bidders, which provides:

Any bid submitted without all of the pages of the bid documents, but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, ***shall be deemed to have been submitted with the missing pages for purposes of bid evaluation.*** The missing pages of the bid documents ***shall be deemed to be incorporated into the bid by reference.***

(emphasis added) Even if the Bid Documents included an express requirement to return the signed Addendum No. 1 acknowledgment (which they do not), there is no question that JAL submitted a "sufficient number of the pages" to allow evaluation of the bid, because JAL submitted the revised page 53a of the Bid Schedule confirming that it

¹ In the future, the County should revise its Bid Documents to more clearly set forth any formal requirements regarding addenda, especially if the County wishes to avoid uncertainty or future protests. If the County intends for all addenda to be signed and returned with bids, then it should promulgate a section of the Bid Documents to unequivocally set forth that requirement. Likewise, if the County intends to reject bids that fail to include a signed acknowledgment of receipt of issued addenda, then the Bid Documents should say so. As currently drafted, no such requirements exist. Other state and federal contracting agencies often include specific provisions in bid documents along those lines.

received Addendum No. 1. As such, the County was **mandatorily required** to deem the missing page to have been submitted for purposes of bid evaluation, and such missing page was **mandatorily required** to be deemed to be incorporated into the bid by reference. Clearly the County Staff failed to follow these mandatory requirements of its own Bid Documents in deciding improperly to reject JAL's bid.

Since the above bid evaluation requirements -- like the requirement to award to the lowest responsive and responsible bidder -- are mandatory (and not discretionary), that conclusion ends the inquiry. However, that result (of awarding to JAL as the lowest bidder) is also the fair and just result, and the result most in line with furthering the purposes of the competitive bidding laws.²

6. Conclusion

JAL is an Oregon contractor with its headquarters in Bend, which has been continuously and successfully in business since 1971. Its focus is overwhelmingly on public works construction projects, most of which involve roads and transportation projects like this Project. JAL's experience, expertise, integrity and work ethic are unquestionable. JAL takes very seriously the public policies embodied in the competitive bidding laws of the State of Oregon and always does its best to follow and to enforce those requirements. It deserves and expects that Deschutes County will do the same. It does not expect or ask for special treatment, but only to be treated fairly

² Though the plain wording of the applicable statute and the County's Bid Documents mandatorily require the award to JAL, other authorities unequivocally would have vested the County with discretion to waive any irregularity (if there was one) and, in fact, affirmatively encourage the County to do so in exactly this situation.

Section 11 of the Information for Bidders provides that the County "reserves the right to . . . waive any informalities or irregularities." "To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors," Section 137-049-0350 of the Oregon Administrative Rules urges that "a Contracting Agency should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes." That section also provides that, where such a minor informality is discovered after bid opening but before the Contract is awarded, the Agency "may waive, or permit an Offeror to correct, a minor informality," which is defined as "a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors." OAR 137-049-0350(2). Subsection (2)(a) sets forth as an example of such a minor informality a "failure to: . . . (C) **Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Offeror received the Addendum and intended to be bound by its terms.**" OAR 137-049-0350(2)(a)(C) (emphasis added).

Here, it is clear on the face of JAL's bid (specifically, page 53a of the Bid Schedule) that JAL received Addendum No. 1 and intended to be bound by it. There is no prejudice to any other bidder. Any remaining uncertainty could have been remedied had the County followed the directives of its own Bid Documents (and Oregon law) and either waived the minor irregularity or asked JAL to submit the signed Addendum No. 1 acknowledgment. There is no doubt the ultimately executed Contract would clearly identify that both parties are bound by Addendum No. 1. There is absolutely no good or legally valid reason for the County to have rejected JAL's bid.

February 1, 2016
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and consistently with the express requirements of the County's Bid Documents, which in this case indisputably and mandatorily require that JAL be awarded the Contract. JAL is entitled to this Contract, and the tax payers of Deschutes County are entitled to receive the benefits of the work for the lowest price.

We trust the County will abide by its Bid Documents and applicable law and correct the erroneous rejection of JAL's bid and proceed with the award of the Contract to JAL. Thank You.

Very truly yours,

STEWART SOKOL & LARKIN LLC



Tyler J. Storti

TJS:dls

Cc: David Doyle, County Counsel
JAL Construction, Inc.



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of January 27, 2016

DATE: January 20, 2016

FROM: George Kolb, County Engineer Road 541-322-7113

TITLE OF AGENDA ITEM:

Consideration of Signature of Document No. 2016-002, A Notice of Intent to Award Contract for the Construction of the Powell Butte Highway Roundabout

PUBLIC HEARING ON THIS DATE? NO

BACKGROUND AND POLICY IMPLICATIONS:

The County Road Department prepared plans and specifications for the construction of the Powell Butte Highway roundabout. The project was advertised in the Portland "Daily Journal of Commerce" and in the "Bend Bulletin" on December 30, 2015 and January 6, 2016. The County Road Department opened bids at 2:00 p.m. on January 19, 2016 for this project with seven (7) firms submitting bids to the Road Department. The bids for the project are as follows:

JAL Construction, inc	\$1,306,932.05
Shamrock NW Construction	\$1,309,993.00
High Desert Aggregate and Paving	\$1,317,365.25
Knife River Corporation	\$1,378,940.38
Jack Robinson & Sons	\$1,374,050.84
Alex Hodge Constructioni	\$1,396,755.00
Robinson & Owen	\$1,607,166.34
Engineers Estimate	\$1,670,205.75

During the bid opening process, it was noticed that the low bid from JAL Construction, Inc. **did not include Addendum No. 1 in the bid packet.** Per discussion with Legal Counsel, their bid did not meet the requirements of the bid documents and should be rejected pursuant to language contained in Information to Bidders, No. 18 a. which states, "Each Bid must be submitted on forms furnished by the County, and include a complete set of contract documents." The Addendum also contained the statement, "THIS SHEET, COMPLETE WITH ATTACHMENTS, TO BE SUBMITTED WITH BID PROPOSAL". The next low bid was from Shamrock NW Construction which met all requirements of the bid documents.

This action issues a Notice of Intent to Award the contract to Shamrock NW Construction and allows seven days for a party to protest the bid. If there is no protest within the seven day period, the contract is awarded to the low bidder. A compilation of bids is attached along with the Engineer's estimate

FISCAL IMPLICATIONS:

This project is budgeted in FY 15-16.

RECOMMENDATION & ACTION REQUESTED:

Move approval of Board Signature of Document No. 2016-002, A Notice of Intent to Award Contract to the apparent low bidder, Shamrock NW Construction for the Construction of the Powell Butte Highway Roundabout in the amount of \$1,309,993.00

ATTENDANCE: George Kolb, County Engineer

DISTRIBUTION OF DOCUMENTS:

Copy to Sheila Odle (ext. 7148) at the Road Department

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: January 20, 2016

Department: Road

Contractor/Supplier/Consultant Name: Shamrock NW Construction

Contractor Contact: Ian Woodford

Contractor Phone #: 541-639-

7545

Type of Document: Intent to Award

Goods and/or Services: Provides for the Construction of the Powell Butte Highway Roundabout

Background & History: The County Road Department prepared plans and specifications for the construction of the Powell Butte Highway roundabout. The project was advertised in the Portland "Daily Journal of Commerce" and in the "Bend Bulletin" on December 30, 2015 and January 6, 2016. The County Road Department opened bids at 2:00 p.m. on January 19, 2016 for this project with seven (7) firms submitting bids to the Road Department. The bids for the project are as follows:

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This action issues a Notice of Intent to Award the contract to Shamrock NW Construction and allows seven days for a party to protest the bid. If there is no protest within the seven day period, the contract is awarded to the low bidder. A compilation of bids is attached along with the Engineer's estimate

Agreement Starting Date: 02/03/2016

Ending Date: 12/31/2016

Annual Value or Total Payment: \$1,309,993.00

1/20/2016

☐ Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

☒ RFP, Solicitation or Bid Process

☐ Informal quotes (<\$150K)

☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If No, has budget amendment been submitted? ☐ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☐ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:

Phone #:

Departmental Contact and Title: George Kolb, County Engineer

Phone #: 541-322-7113

Department Director Approval:

Chris Doh
Signature

1/20/16
Date

Distribution of Document: Copy to Sheila Odle (ext. 7148) at the Road Department

Official Review:

County Signature Required (check one): ☐ BOCC ☐ Department Director (if <\$25K)

☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____

Date _____

Document Number 2016-002



Road Department

61150 SE 27th St. • Bend, Oregon 97702
(541) 388-6581 • FAX (541) 388-2719

ADDENDUM NO. 1

CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT

The contract documents for the Construction of the Powell Butte Highway Roundabout are amended as follows:

INFORMATION TO BIDDERS:

- Existing pavement thickness information:

Sample	Road	Station	Offset	AC Depth	Base Type	Comment
1	Neff RD		-10.5	6"	¾"	approx 500' west of PB Centerline
2	Neff RD		10	6"	¾"	approx 340' west of PB centerline
3	Alfalfa Mkt	88+16	9	5"	¾"	
4	Alfalfa Mkt	90+00	-10	5.75"	¾"	
5	Powell Butte	48+80	-9.4177	12"	Cinder/Sand	
6	Powell Butte	51+20	12	8"	Cinder/Sand	
7	Powell Butte	54+36	10.666	8"	Cinder/Sand	
8	Powell Butte	42+28	-7.5	8"	Cinder/Sand	
9	Powell Butte	40+50	7	7"	Cinder/Sand	
10	Powell Butte	39+66	-9	6.5"	Cinder/Sand	

- Excavation quantities noted in Special Provision Section 00330.81 include all existing materials. Existing pavement material quantities have not been removed from the total volumes.
- Contractor shall comply with Special Provision Section 0A596.31 – Manufacturer's Representative Qualifications and Duties
- A cleaner PDF version of Sheet L1.2 is attached for clarity on the earthwork required for the mounding shown by existing and proposed contours.

SPECIAL PROVISIONS:

- Delete Section 00640
- Add :Comply with Section 00641 of the Standard Specifications
- Add the following to Section 00759:
"00759.45 – Reinforcement, Dowels, and Tie Bars - Add the following: Fiber reinforcement shall be Fibermesh 300 or approved equal. Application rate shall be 1.5 lbs/CY or per manufacturer's recommendation."

4. Add the following special provision to Section 00990.70 Finishing and Testing:
"Manufacturer's Representative – A Manufacturer's representative is required to be present for the initial activation and calibration of the dynamic feedback warning sign. The Contractor shall contact the Manufacturer's representative at least ten business days prior to the initial activation."

BID SCHEDULE:

1. Delete page 53 and insert Page 53a (see attached). Changes the spec reference on bid items 170 and 180 from (00640) to (00641).

PLANS:

1. Sheet 22 (C7.0) – On the Construction Road Section 1/C7.0 delete the note starting with "Geotextile Fabric ..." and replace with "Geotextile Fabric, Tencate Mirafi HP 770 PET or approved equal (Sta 2+12 to 6+92)". A new sheet is NOT being issued at this time.
2. Sheet L1.0 – Under Planting Notes 1 and 2, delete *Juniperus Occidentalis* and replace with *Pinus Ponderosa*. A new sheet is NOT being issued at this time.
3. Sheet 30 (IL1.0)
 - a. Additional detail has been provided for the foundation (FDN) legend note. See revised sheet in plan addendum.
 - b. The legend note for installation of un-metered service cabinets (SC/N) has been deleted. All service cabinets identified on the IL sheets have been removed and replaced with pedestals to be installed by Central Electric Cooperative. See revised sheet in plan addendum. *Note: The metered service called out on Sheet 41 (ES1.0) remains in the plan and will be provided and installed by the Contractor.*
 - c. The W legend note has been deleted. All conduit installed by Contractor to include a pull line. Central Electric Cooperative will pull all wiring.
 - d. A legend note for the pedestals (PED/N) has been added. See revised sheet in plan addendum. Detail referenced in note is included as an attachment to this addendum.
 - e. A legend note for the junction boxes to be installed per Sheet 41 (JB/EC) has been added. See revised sheet in plan addendum.
 - f. General Note 5 has been modified to indicate that Central Electric Cooperative will provide all pedestals identified in the plan. See revised sheet in plan addendum.
 - g. The Street Light Pole Schedule has been updated to show pedestal numbers rather than service numbers. See revised sheet in plan addendum.
4. Sheet 31 (IL2.0)
 - a. Plan has been updated to reflect changes to conduit layout requested by Central Electric Cooperative. All service cabinets identified on the IL sheets have been removed and replaced with pedestals to be installed by Central Electric Cooperative. All conduit for potential future dynamic warning signs will be installed through junction boxes. All conduit for the street lighting system will be laid and stubbed at locations shown for pedestal installation by Central Electrical Cooperative. Where possible, the same trench should be used for conduit associated with both systems. See revised sheet in plan addendum. *Note: The*

metered service called out on Sheet 41 (ES1.0) remains in the plan and will be provided and installed by the Contractor.

- b. The 6'x4'x4' vault previously shown in the plans has been deleted and replaced with a pedestal to be installed by Central Electric Cooperative. See revised sheet in plan addendum.

5. Sheet 32 (IL3.0)

- a. Plan has been updated to reflect changes to conduit layout requested by Central Electric Cooperative. All service cabinets identified on the IL sheets have been removed and replaced with pedestals to be installed by Central Electric Cooperative. All conduit for potential future dynamic warning signs will be installed through junction boxes. All conduit for the street lighting system will be laid and stubbed at locations shown for pedestal installation by Central Electrical Cooperative. Where possible, the same trench should be used for conduit associated with both systems.

6. Sheet 41 (ES1.0)

- a. The scale bar has been corrected. See revised sheet in plan addendum.
- b. The conduit layout has been updated to show the system as independent from the lighting system. See revised sheet in plan addendum.
- c. Additional detail has been provided for the metered service (MS) legend note. See revised sheet in plan addendum.
- d. The LP, SC/IL, and LC legend notes have been deleted as they are no longer referenced on this sheet.



George Kolb
Project Manager

1/14/16

Date

I acknowledge receipt of Addendum Number 1.

SIGNATURE OF BIDDER

Date

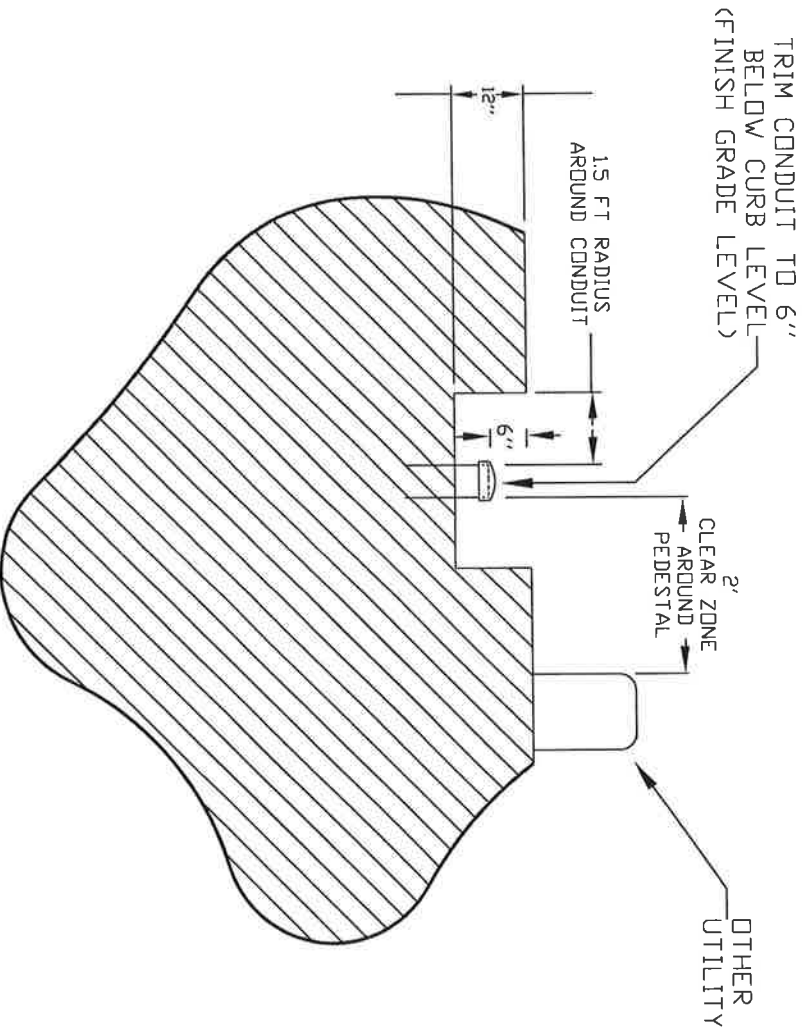
THIS SHEET, COMPLETE WITH ATTACHMENTS, TO BE SUBMITTED WITH BID PROPOSAL.

170	3/4 INCH - 0 AGGREGATE BASE (00641)	5,409	TON	\$ _____	\$ _____
180	AGGREGATE SHOULDERS (00641)	2,537	TON	\$ _____	\$ _____
190	LEVEL 3, 3/4 INCH ACP MIXTURE PG64-28ER (00744)	1,899	TON	\$ _____	\$ _____
200	LEVEL 3, 1/2 INCH ACP MIXTURE PG64-28ER (00744)	451	TON	\$ _____	\$ _____
210	LEVEL 3, 1/2 INCH ACP MIXTURE PG70-28ER (00744)	1,494	TON	\$ _____	\$ _____
220	CONCRETE CURBS, MOUNTABLE CURB, MODIFIED (00759)	5,384	FOOT	\$ _____	\$ _____
230	CONCRETE CURBS, INNER, MODIFIED (00759)	233	FOOT	\$ _____	\$ _____
240	PATTERNED CONCRETE SURFACING, 6 INCHES THICK (00759)	11,791	SQFT	\$ _____	\$ _____
250	PATTERNED CONCRETE SURFACING, 8 INCHES THICK (00759)	4,860	SQFT	\$ _____	\$ _____
260	CONCRETE SURFACING, BICYCLE EXIT RAMP (00759)	175	SQFT	\$ _____	\$ _____
270	CONCRETE SURFACING, CURB CUT (00759)	750	SQFT	\$ _____	\$ _____
280	GUARDRAIL, TYPE 1 (00810)	225	FOOT	\$ _____	\$ _____
290	GUARDRAIL END PIECES, TYPE B (00810)	2	EACH	\$ _____	\$ _____
300	TYPE 1-5W MODIFIED FENCE (01050)	140	FOOT	\$ _____	\$ _____
310	TYPE 2 FENCE (01050)	1,025	FOOT	\$ _____	\$ _____
320	TYPE 2 MODIFIED FENCE (01050)	645	FOOT	\$ _____	\$ _____
330	REMOVING AND REBUILDING FENCE (01050)	20	FOOT	\$ _____	\$ _____
340	MULTIPLE MAILBOX SUPPORTS (01070)	1	EACH	\$ _____	\$ _____

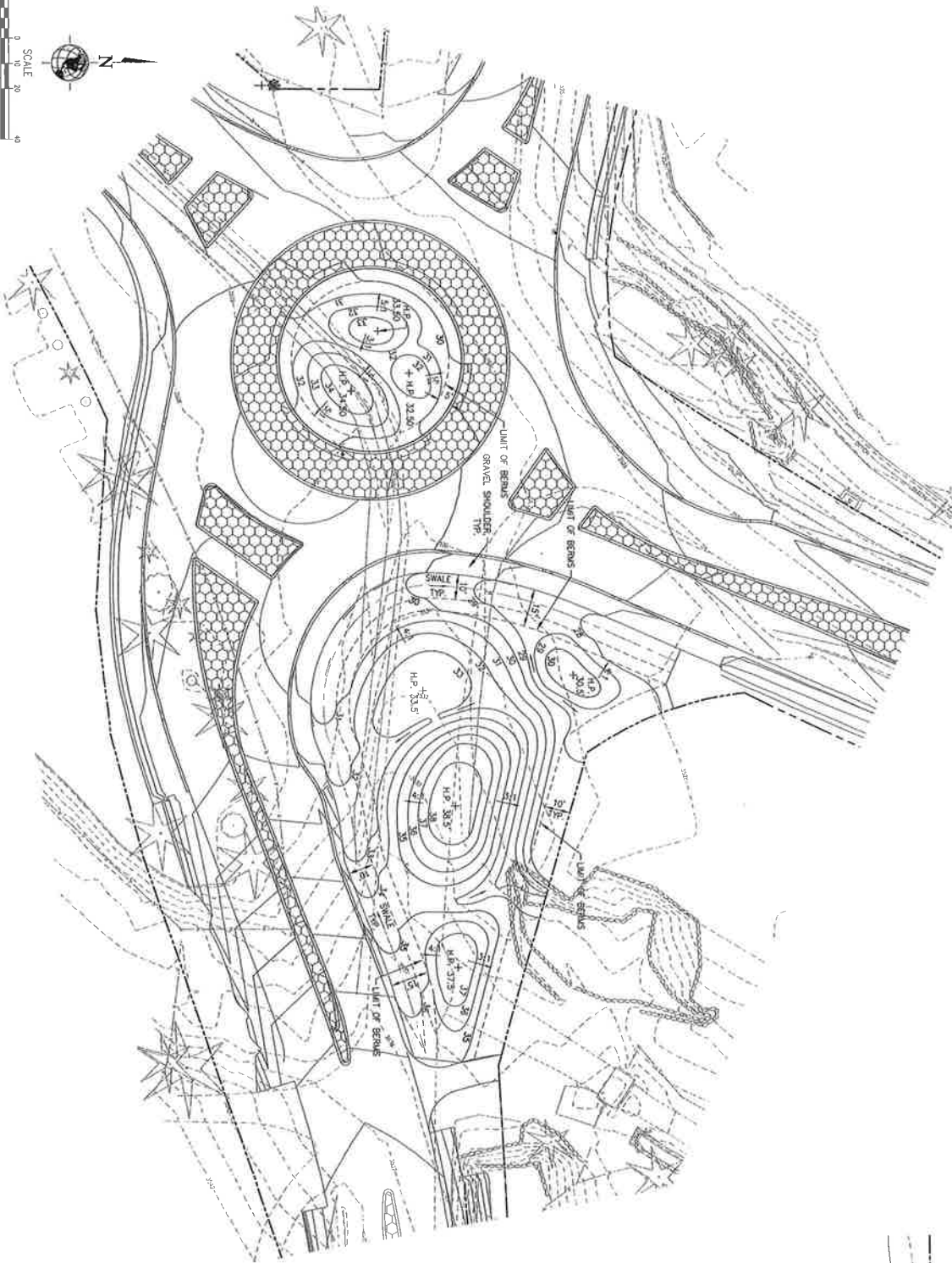
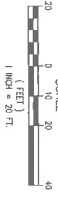


CENTRAL ELECTRIC
COOPERATIVE, INC.

NEW PEDESTAL SITE DETAIL



Date: 04/24/2008



LEGEND

— RIGHT OF WAY

--- EXISTING CONTOURS

--- PROPOSED CONTOURS

<p>DATE: 11/13/2015</p> <p>BY: rlemada</p>	<p>PROJECT NAME:</p> <p>DESCHUTES COUNTY ROAD DEPARTMENT</p> <p>POWELL BUTTE HIGHWAY ROUNDABOUT</p> <p>DESCHUTES COUNTY, OR</p>	<p>Parametrix</p> <p>ENGINEERING, PLANNING, ENVIRONMENTAL SERVICES</p> <p>105 NW BUSH DRIVE, SUITE B BEND, OR 97702</p> <p>P 541.508.7730</p> <p>WWW.PARAMETRIX.COM</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/13/2015</td> <td>ISSUED FOR PERMIT</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	11/13/2015	ISSUED FOR PERMIT	<p>DATE</p> <p>BY</p>
			NO.	DATE	DESCRIPTION						
1	11/13/2015	ISSUED FOR PERMIT									
<p>DESCHUTES COUNTY, OR</p>			<p>ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY</p>								

STREET LIGHT POLE SCHEDULE

POLE/PEDESTAL NO.	STREET	STATION	OFFSET*	LUMINAIRE ARM LENGTH	LAMP	LUMINAIRE MOUNTING HEIGHT (FT)	TYPE	NOTES**
1	Powell Butte	41+19	29.2' RT	8'	LED	25'	III	Furnished and installed by CEC
2	Powell Butte	42+57	36.1' RT	8'	LED	25'	III	Furnished and installed by CEC
3	Powell Butte	43+96	33.8' RT	8'	LED	25'	III	Furnished and installed by CEC
4	Powell Butte	44+44	56.2' LT	8'	LED	25'	III	Furnished and installed by CEC
5	Alfalfa Market	84+42	61.8' RT	8'	LED	25'	III	Furnished and installed by CEC
6	Powell Butte	45+16	60.7' RT	8'	LED	25'	III	Furnished and installed by CEC
7	Powell Butte	46+52	47+78	8'	LED	25'	III	Furnished and installed by CEC
8	Powell Butte	49+04	29.0' LT	8'	LED	25'	III	Furnished and installed by CEC
9	Powell Butte	50+47	28.6' LT	8'	LED	25'	III	Furnished and installed by CEC
10	Powell Butte	51+93	28.2' LT	8'	LED	25'	III	Furnished and installed by CEC
11	Neff	25+96	24.9' RT	8'	LED	25'	III	Furnished and installed by CEC
12	Neff	27+37	28.3' RT	8'	LED	25'	III	Furnished and installed by CEC
13	Neff	28+77	29.3' RT	8'	LED	25'	III	Furnished and installed by CEC
14	Neff	29+69	59.5' LT	8'	LED	25'	III	Furnished and installed by CEC
15	Alfalfa Market	85+45	30.6' LT	8'	LED	25'	III	Furnished and installed by CEC
16	Alfalfa Market	86+65	26.6' RT	8'	LED	25'	III	Furnished and installed by CEC
17	Alfalfa Market	88+10	25.7' LT	8'	LED	25'	III	Furnished and installed by CEC

* - Offset measured from roadway centerline.
 ** - Luminaire shall be Cree XSP1 Version C LED fixture model BXSP C HT 3WE E 40K-UL SV with backlight shield.

LIGHT LEVEL SUMMARY TABLE

ROADWAY/INTERSECTION	CLASSIFICATION	TARGET DESIGN	LIGHT LEVEL	UNIFORMITY	LIGHT LOSS FACTOR	BUG RATING
Powell Butte Hwy of Alfalfa Mkt Rd/Neff Rd	Rural Arterial	TARGET DESIGN	≥ 0.8 fc	≤ 6 : 1	0.85	B1 UO G1
Powell Butte Hwy - North Leg	Rural Arterial	TARGET DESIGN	≥ 0.8 fc	≤ 6 : 1	0.85	B1 UO G1
Powell Butte Hwy - South Leg	Rural Arterial	TARGET DESIGN	≥ 0.8 fc	≤ 6 : 1	0.85	B1 UO G1
Alfalfa Mkt Rd - East Leg	Rural Arterial	TARGET DESIGN	≥ 0.8 fc	≤ 6 : 1	0.85	B1 UO G1
Neff Rd - West Leg	Rural Arterial	TARGET DESIGN	≥ 0.8 fc	≤ 6 : 1	0.85	B1 UO G1

ILLUMINATION LEGEND AND DETAILS POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

LEGEND

- Control Electric Cooperative to furnish and install new Central Electric Cooperative approved street light. Street light pole shall be 15000 aluminum only light pole (Model No. P12500) and one 15000 watt LED luminaire. All lighting equipment must be placed within the right-of-way. Place conduit in same trench as other conduits whenever possible.
- Install 10" inch electric grade and 40 ppc conduit.
- Install (S) inch electric grade and 40 ppc conduit.
- Install poly pull line (5000' minimum straight).
- Power source for 120V, 240 volt, single phase (three phase).
- Central Electric Cooperative to furnish and install by CEC.
- Provide conduit access to location shown. In accordance with C.E.C. New Electrical Sign Project - Order 04/23/2005.
- Referenced service, see Dynamic Feedback Warning Sign plan.
- Install 10" X 12" X 12" precast junction box with concrete apron.
- Install 12" X 24" X 24" precast junction box with concrete apron.
- Junction Box, see Dynamic Feedback Warning Sign plan.
- Light pole number (XX), see "Street Light Pole Schedule".

GENERAL NOTES

- All construction, workmanship, and materials shall be in accordance with Central Electric Cooperative electric service requirements.
- Functioning, junction boxes, and conduit shall be installed at locations shown on plans. If conflicts exist, the engineer shall be notified. All lighting equipment must be modified in the field per the engineer's approval. All lighting equipment must be placed within the right-of-way. Place conduit in same trench as other conduits whenever possible.
- Location of existing utilities shall be verified. Coordinate all work with utility companies to eliminate conflicts.
- All proposed street lighting junction boxes, conduits, pull ropes, and street light stems shall be installed by contractor per Central Electric Cooperative requirements.
- All street light poles, luminaires, lamps, pedestals, and wiring shall be furnished and installed by Central Electric Cooperative.
- Final light pole locations shall be approved in the field by the engineer prior to foundation installation.
- This illumination plan set is accompanied by Oregon Standard Drawing TM472.
- All conduit elbows shall be factory made and be 90° radius 36". For conduit runs longer than 150' or extending more than 270 degrees of bends, elbows shall be fiberglass.
- Contractor to coordinate with Central Electric Cooperative for (10) business days in advance of commencing illumination work. Contact Tim Barron at (541) 316-7161.
- All conduit runs shall be approved by Central Electric Cooperative before backfill.
- Cover and protect all new light pole stems.

DATE	1/14/2018	BY	509
REVISIONS			
APPROVAL #			

ONE INCH
 AT FULL
 SCALE IF
 NOT SCALE
 ACCORDINGLY

KITTILSON & ASSOCIATES, INC.	
DATE	1/25/2018
DESIGNED	BY
CHECKED	BY
APPROVED	BY



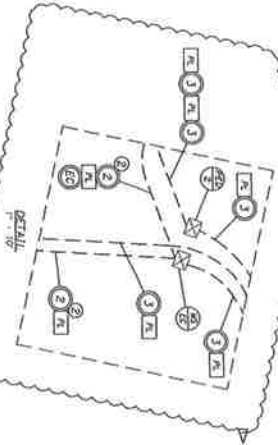
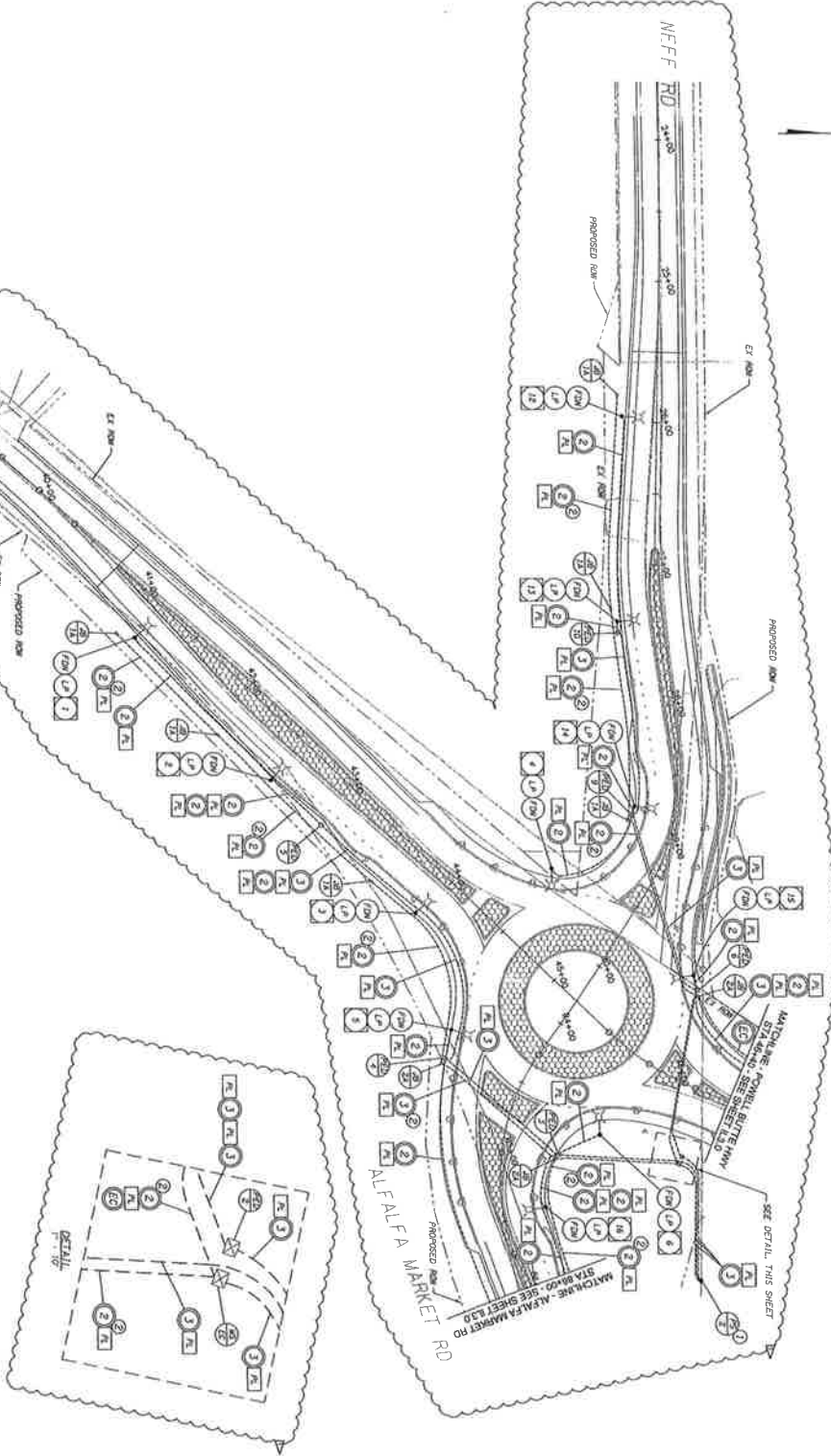
DESCHUTES COUNTY
 ROAD DEPARTMENT
 POWELL BUTTE HWY ROUNDABOUT
 DESCHUTES COUNTY, OR

ILLUMINATION LEGEND
 AND NOTES

SCALE
0 40 80



ILLUMINATION PLAN
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD



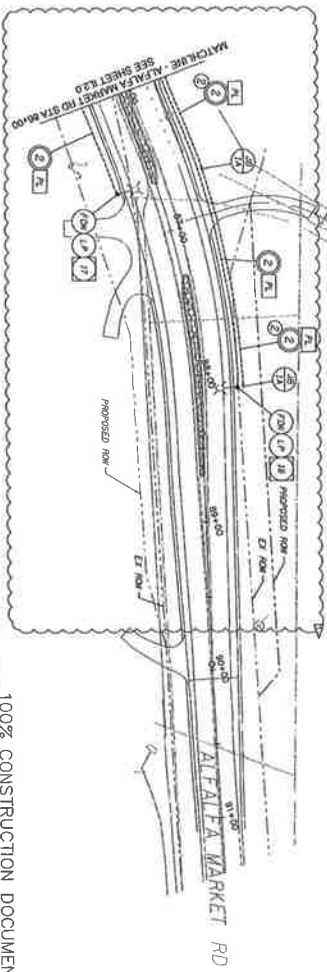
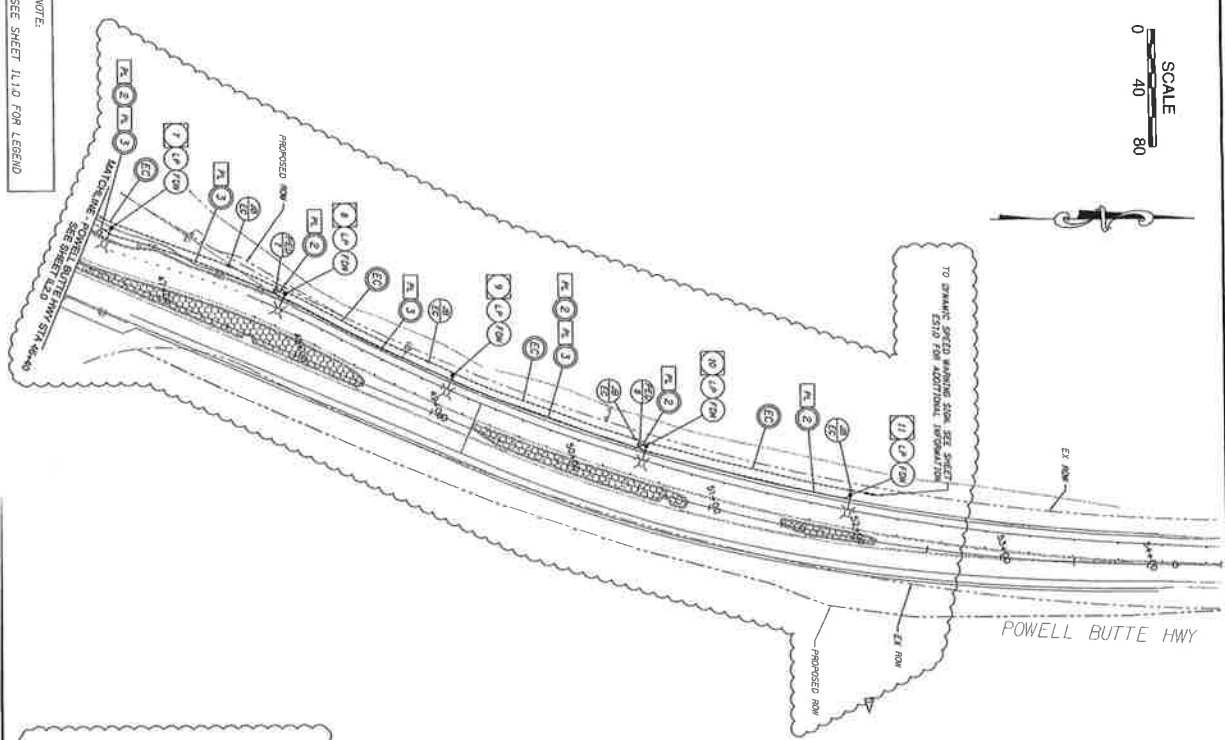
CONSTRUCTION NOTES

1. Central Electric Cooperative, Inc. to install pole to provide service for illumination and dynamic warning sign systems.
2. Consult for potential future dynamic warning signs.

NOTE:
SEE SHEET 11.10 FOR LEGEND

100% CONSTRUCTION DOCUMENTS

DRAWING NO. 11.0 11.0	ILLUMINATION PLAN	DESCHUTES COUNTY ROAD DEPARTMENT POWELL BUTTE HWY ROUNDABOUT DESCHUTES COUNTY, OR			DATE	BY
					11/14/2014	508
REVISIONS ADDENDUM F						
ONE INCH AT FULL SCALE NOT SCALE ACCORDINGLY						

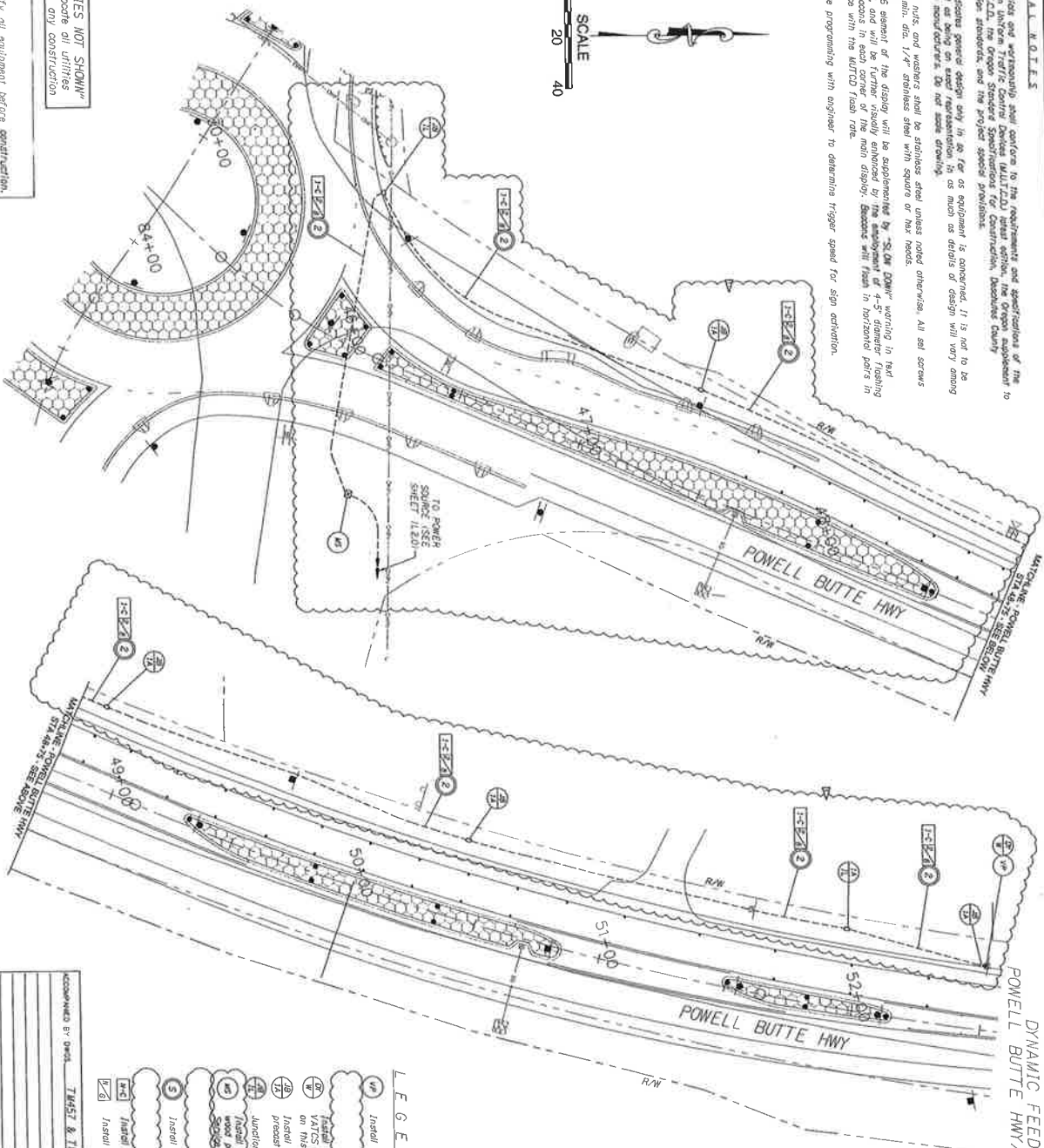


ILLUMINATION PLAN
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

100% CONSTRUCTION DOCUMENTS

ILLUMINATION PLAN DESCHUTES COUNTY ROAD DEPARTMENT POWELL BUTTE HWY ROUNDABOUT DESCHUTES COUNTY, OR		 KITTELSON & ASSOCIATES, INC. TRANSPORTATION ENGINEERING/PLANNING 11/25/2015 DESIGNED BY: [Signature] CHECKED BY: [Signature]	REVISIONS 1 ADDENDUM #1	DATE 1/4/2018	BY 508
			ONE INCH AT FULL SCALE IF NOT SCALE ACCORDINGLY		

1. All mechanical and electronically aided conform to the requirements and specifications of the Manual on Uniform Traffic Control Devices (MUTCD) issued by the Federal Highway Administration, the Oregon Standards Specifications of Construction, local state and county construction standards, and the Project specific provisions.
2. Detail indicates general design only in as far as equipment is concerned. It is not to be considered as being an exact representation of the actual equipment to be used. Details of design will vary among different manufacturers and will not show drawings.
3. All bolts, nuts, and washers shall be stainless steel unless noted otherwise. All steel screws shall be min. dwt. 1/4" stainless steel with square of min. three.
4. The W-2 element of the display will be supplemented by "SL-DOE" working in field (Refer to 6.5) and will further readily identify the equipment and the location of the equipment on the road. The W-2 element will flash in horizontal pairs in accordance with the MUTCD flash rate.



1. Install vehicle signal needed with transformer base

2. Install 135-60-17 "ROADMASTER" Airtex tire-size 300mm wide, 135mm high, 17" rim, 12" offset, 12" backspacing on this street. See Special Provisions for additional information.

3. Install 17x17x142" (inh. dimension) precast concrete junction box with concrete apron

4. Junction box (See dimensioning plan)

5. Install 5-5/8" high electrical grade cast in place conduit.

6. Install (handover) No. 8 AWG THHN (Signal system common) (handover) No. 6 AWG wire steel THHN wires

ACCOUNTED BY ORCA TM457 & TM472


NOTE:
Field verify all equipment before construction.

100% CONSTRUCTION DOCUMENTS

DYNAMIC FEEDBACK WARNING SIGN PLAN

DESCHUTES COUNTY
ROAD DEPARTMENT
POWELL BUTTE HWY ROUNDABOUT
DESCHUTES COUNTY, OR



 <p>ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY</p>	▶ PREVIOUS	DATE	BY
	▶ ADDENDUM #1	1/14/2014	SCB

ONE INCH
AT FULL
SCALE. IF
NOT, SCALE
ACCORDINGLY

Drawing No. _____

Esti

DESCHUTES COUNTY



BID DOCUMENTS FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDBOUT

MANDATORY

PRE-BID MEETING: JANUARY 12, 2016 1:00 P.M.

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

**COMPLETION DATE: AUGUST 1, 2016; ROAD CONSTRUCTION
DECEMBER 31, 2016; LANDSCAPING**

MANDATORY PRE-BID MEETING

FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDBOUT

There will be a **Mandatory Pre-Bid meeting** at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon on **Tuesday, January 12, 2016 at 1:00 p.m.**

Questions concerning the Construction of the Powell Butte Highway Roundabout project will be discussed at this time to clarify the proposed work to be done.

All prime contractors who want to bid on the project are required to attend the Mandatory Pre-Bid Meeting in order for their bid to be accepted by Deschutes County.

DESCHUTES COUNTY, OREGON

CONTRACT DOCUMENTS FOR

**THE CONSTRUCTION OF THE
POWELL BUTTE HIGHWAY
ROUNDBOUT**

Consisting of:

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Invitation to Bid

Information to Bidders

General Conditions

Special Provisions

Bid Proposal

Bid Schedule

Bid Bond

Form of Contract

Form of Performance Bond

Form of Payment Bond

Exhibit 1 Insurance Requirements

Plans

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FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDBOUT

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**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY
ROUNDBOUT**

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 19, 2016 at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud. Bidders must submit a Subcontractor Disclosure Statement. The subcontractor disclosure statement may be submitted in the sealed bid prior to 2:00 p.m. on January 19, 2016 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT" "CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDBOUT" prior to 4:00 p.m. on January 19, 2016 at the above location.

The proposed work consists of the following:

- 1) Construction of a roundabout at the intersection of Powell Butte Highway and Neff Rd./Alfalfa Market Rd. including modifications to all the approach legs
- 2) Construction and removal of a temporary detour road
- 3) Landscape improvements and restoration
- 4) Driveway connections as noted on the plans
- 5) Performance of such additional and incidental work as specified in the plans and specifications.

Specifications and other bid documents may be inspected and obtained at the Deschutes County Road Department, 61150 S.E. 27th Street, Bend, Oregon 97702 or the Deschutes County website, www.deschutes.org. Inquiries pertaining to these specifications shall be directed to Barry Johnson, Parametrix, Inc, telephone (541) 508-7819.

Bids shall be made on the forms furnished by the County, incorporating all contract documents, including a Bid Bond or Cashiers Check for the minimum amount of 10% of the Bid Price, addressed and mailed or delivered to Chris Doty, Department Director, 61150 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "**BID FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDBOUT**" and the name and address of the bidder.

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

Bidders shall be prequalified with the State of Oregon in accordance with ORS 279C.430 – 279C.450 and Deschutes County Code 12.52.020. The prequalification classifications required for this project are "(ACP) Asphalt Concrete Paving and Oiling", "(EART) Earthwork and Drainage" and "(AB) Aggregate Bases". The successful bidders and subcontractors providing labor shall maintain a qualified drug testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468A.720.

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

CHRIS DOTY
Department Director

PUBLISHED:

DAILY JOURNAL OF COMMERCE: December 30, 2015 and January 6, 2016

THE BEND BULLETIN: December 30, 2015 and January 6, 2016

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

6. **Submission of Proposals.** All proposals must be submitted in the time and place and in the manner prescribed in the invitation to bid. Proposals must be made on the

prescribed proposal forms furnished. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened. If the proposal is submitted by mail, the sealed envelope containing the bid must be enclosed in a separate envelope plainly addressed for mailing to conformance with instructions in the Invitation to Bid. NOTE: A proposal must include a complete set of Contract documents, including specifications, etc.

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

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

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

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

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

For each subcontractor listed, Include:

The name, address and telephone number of the subcontractor:

The category of work that the subcontractor would be performing.

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

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

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

Notice – Bidder's Requirements: Bidders are required to disclose information about certain first-tier subcontractors when the contract value estimated by the contracting Agency for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor

furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or
(ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission or within two working hours after bid closing:

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

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

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

Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, protection of public health, access to the work and similar requirements.

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

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

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

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

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

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

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

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

15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the bid bond accompanying the bid shall be forfeited, the

proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and the work is re-advertised.

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

19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.
20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Road Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.
22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact Barry Johnson, Parametrix, Inc. at (541) 508-7819
23. **Prequalification of Bidders.**
Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430 and Deschutes County Code 12.52.020. The prequalification class is as shown in the Invitation to Bid. This contract is subject to ORS 279C.800 to 279C.870. The prequalification classification required for this project is "(ACP) Asphalt Concrete Paving and Oiling, (EART) Earthwork and Drainage" and "(AB) Aggregate Bases. The successful bidders and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468.710.
24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

GENERAL CONDITIONS

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

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

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

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

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

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

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

Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. These are public records and must be made available on request. Contractors may submit their own

report as long as it contains all the same information as the WH-38 form. Contractors must complete the statement of certification and attach it to the payroll submissions.

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

carrier absolving County of any and all liability from Workers' Compensation provided in ORS 656.029 (2).

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

- E. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
- F. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and/or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- G. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.
- H. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126 (2)

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

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

denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

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

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

- a. If terminated under subparagraphs 10 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not, however, pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 10 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 10 e. of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract (a) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, the sum designated for

completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.

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

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

however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

- g. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- h. **LIQUIDATED DAMAGES.** It is impractical to determine the actual damages that the County would sustain in the event the road construction is completed and open to traffic by **August 1, 2016** and installation of landscaping completed by **December 31, 2016**. Therefore, the Contractor shall pay to the County, not as a penalty, but as liquidated damages, **\$500.00** per day, or any portion thereof, for each day in which the project is not completed by such date.
- i. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

14. Work Standard. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this contract, Contractor agrees to:

- a. Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
- b. Complies with all applicable legal requirements;
- c. Complies with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
- d. Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

15. **Hold Harmless.** To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).
16. **Contractor Not An Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.
17. **Partnership.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
18. **Insurance.** In conjunction with all services performed under this agreement: Contractor shall furnish proof of the types and amounts of insurance indicated in Exhibit 1, attached hereto and by this reference incorporated herein. County reserves the right to require completed, certified copies of all required insurance policies, at any time.
19. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112, and all regulations and administrative rules established pursuant to those laws.
20. **Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this agreement in accordance with Paragraph 10 of this Contract.
21. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
22. **Claim, Action, Suit or Proceeding.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
23. **Land Use Permit.** This contract does not constitute a land use permit, nor does acceptance of this Contract by Contractor constitute approval of any legislative or

quasi-judicial action required as a condition precedent to use of the land for the intended purpose.

24. **Drug Testing Program.** The drug testing program in place at execution of this Contract shall remain in place for the duration of the Contract.

25. **Records Maintenance; Right to Audit Records.**

A. **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document.

1) Their performance; and

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

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

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

26. **Contract Rules.** The rules applicable to this contract are the Attorney General's Model Public Contract Rules, Chapter 137-046 and Chapter 137-049, as presently constituted and Deschutes County Code (DCC) Chapter 2.37. The provisions of DCC Chapter 2.37.150 are incorporated herein by reference. These provisions may be viewed at the following web address:
<http://www.co.deschutes.or.us/dccode/Title2/docs/Chapter%202.37doc>

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

A. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and

B. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

28. **Contract Provisions.** Contractor shall make all provisions of this contract with the County applicable to any subcontractor performing work under the contract.
29. **Contract Content.** This Contract and attached exhibits and attachments constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

SPECIAL PROVISIONS
THE CONSTRUCTION OF THE
POWELL BUTTE HIGHWAY
ROUNDBOUT



For Sections

00210, 00230, 00280, 00305, 00310
00320, 00360, 00390, 00445, 00470,
00596, 00620, 00640, 00744, 00759
00810, 01050, 01070

For Sections

00225, 00855, 00865, 00905, 00920,
00930, 00940, 00970, 00990

SPECIAL PROVISIONS

FOR

WORK TO BE DONE

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

- 1) Construction of a roundabout at the intersection of Powell Butte Hwy and Neff Rd/Alfalfa Market Rd including modifications to all the approach legs.
- 2) Construction and removal of a temporary detour road.
- 3) Landscape improvements and restoration.
- 4) Driveway connections as noted on the plans
- 5) Performance of such additional and incidental work as specified in the plans and specifications

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

APPLICABLE STANDARD SPECIFICATIONS

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

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

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.20 Definitions:

Agency – County of Deschutes.

Engineer - Parametrix Inc., acting either directly or through their authorized representatives.

SECTION 00150 - CONTROL OF WORK

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

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

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

00150.15(b) Agency Responsibilities - Delete this subsection

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

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

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

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;

- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

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

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

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

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

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

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

Add the following subsection:

00150.50(f) Utility Information:

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

Utility	Contact Person's Name and Phone Number	
1. Central Oregon Irrigation District	Jeremiah Fender	541-504-7581
2. Central Electric Cooperative	Parneli Perkins	541-312-7747
3. Century Link	Joe Dairy	541-385-0221
4. Bend Broadband	Jack Bowles	541-693-5983

Arrangements for removing, relocating, or adjusting Utilities on the Project are the responsibility of the County. Contact the County for information regarding these arrangements.

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates (times):

Utility	Estimated Completion Date (Time)
1. Avion Water Company Mike Heffernan 541-382-5342 mike@aviowater.com	18 Day Work Window (after closure of Hwy)

- The Contractor shall notify, in writing, Avion Water Company at least 28 Calendar Days (4 week(s)) before beginning Work on the Project.
- The Contractor shall allow Avion Water Company 18 Calendar Days (2½ weeks) for construction of a new waterline crossing of the north leg of Powell Butte Highway after traffic has been rerouted onto the temporary construction road. Notification of an acceptable work window must be provided by the Contractor to Avion Water Company a minimum of 4 weeks prior to the window.

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

00150.80 Removal of Unacceptable and Unauthorized Work - Replace the paragraphs that begin "The Agency will not pay..." and "If, when ordered by..." with the following two paragraphs:

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

SECTION 00165 - QUALITY OF MATERIALS

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

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

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

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

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

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

TYPE OF CONSTRUCTION	MATERIAL	TESTS	MINIMUM FREQUENCY OF SAMPLING AND TESTING	PROCEDURE SAMP TEST	
Embankment		Moisture Density Curve	1-test per each Soil Type		AASHTO T99
		Nuclear Method Density in Place % Compaction	1-Test per 1000 ft. of roadway. Minimum Testing frequency to be increased as necessary for adequate control. Testing frequency of structures to be determined by Engineer		AASHTO T130
Aggregate Base	Aggregate at time of Placement on Grade	Gradation SE-LL-PL Fracture (Gravels) Dry unit Weight	1 random test each 1000' of roadway. Note: An increase in the above frequency to a minimum of 1 test for each 500' is to be made when test results indicate a borderline or failing material	AASHTO T2	OSHD T27 T90
	Aggregate base in place	Density in Place % Compaction	1 test per 1,000' per lane placed. Additional tests to be taken after recompaction of any failing areas. (Top Lift Only)		
Asphalt	A.C. Mix	Aggregate Gradation % Asphalt	1 test per 1,000 tons Note: Increase above frequency to Minimum of 1 - test per each 500 tons when test results indicate borderline or failing material Minimum of test 1 shift	AASHTO T168	AASHTO T30
	A.C. in Place	Core Method Density in Place % Compaction	1 test each 1/2 mile per lift per longitudinal joint *		AASHTO T166
		Nuclear Method Density in Place % Compaction	1 test each 1/2 mile/lift/lane. (If a failing test is encountered, a check test at immediate area is to be taken. If both tests fail, then determine failure area by additional testing).		*ODOT TM 306 **See Below

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

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

00165.30 (c) Acceptance of Field Tested Materials – Delete this subsection

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.33 Metric Submittals – Delete this subsection

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

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

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

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

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

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

- (a) Limitation of Operations – Limitations of operations specified in these special provisions include, but are not limited to:

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

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

00180.50 Contract time to complete work - Revise this subsection to read as follows:

- a) Complete all road construction and have project open to traffic by **August 1, 2016**
- b) Complete the installation of all landscaping by **December 31, 2016**.

Contractor shall do no work before receiving the "Notice to Proceed". Work is anticipated to begin no earlier than March 1, 2016 and no later than April 1, 2016

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

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

SECTION 00195 - PAYMENT

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

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

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

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

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

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

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

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

The disputed claim may then be resolved, in full or in part, at any of the three progressive steps of claim review procedure as set forth in (b) through (d) of this Subsection.

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

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

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

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

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

(e) Step 4: Litigation – The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Lawsuits must be properly filed in a court of competent jurisdiction in Deschutes County, Oregon within six months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

00199.50 Mediation – Delete this subsection.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.01(c) Standards - Add the following bullet to the end of the bullet list:

ODOT "Traffic Control Plans Design Manual", available on the ODOT Traffic Control Plans Unit website.

00225.02 General Requirements - In the paragraph that begins "Work may be suspended...", replace the sentence that begins "Costs for work performed..." with the following sentence:

Costs for work performed by the Agency may be deducted from monies due the Contractor.

Add the following to the end of this subsection:

Install "ROAD WORK AHEAD" (W20-1-48) signs with "FINES DOUBLE" (R2-6-36) rider on the Powell Butte Highway, Neff Road, and Alfalfa Market Road according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.

Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

Install two sign flag boards, as shown on the standard drawings, above the following detour and road closed advance warning signs, where applicable:

"DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.

"ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

Install on each approach to the Powell Butte Highway/Neff Road/Alfalfa Market Road intersection a portable changeable message sign (PCMS). PCMS shall remain in place for the duration of the project.

00225.10 General - In the paragraph that begins "Evaluate the condition...", replace the first sentence with the following sentence:

Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled "Quality Guidelines for Temporary Traffic Control Devices and Features", available from the ATSSA website at www.atssa.com.

00225.11(c-1) Temporary Signs - Replace the bullet that begins "Type 2 riprap geotextile..." with the following bullet:

Geotextile fabric

00225.17 Flagger Station Lighting - Add the following paragraph to the end of this subsection:

In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

00225.29 Pilot Cars - Replace the bullet that begins " No smaller than..." with the following bullet:

- No smaller than a compact pickup truck.

00225.32 Traffic Control Supervisor - Replace the paragraph that begins "Do not designate the Project Superintendent..." with the following paragraph:

When the bid schedule includes an item for a TCS, do not designate the Project superintendent as the TCS.

00225.41(b-4) Temporary Sign Supports - Replace the bullet that begins "Do not tip over TSS..." with the following bullet:

- Do not tip over any TSS that is exposed to traffic, unless approved by the Engineer or the TSS is protected from traffic by a barrier system.

00225.41(c) Sign Flag Boards and Sign Flags - Replace this subsection, including subsections 00225.41(c-1) and 00225.41(c-2), with the following subsection:

00225.41(c) Sign Flag Boards - Install two sign flag boards, as shown or specified.

SECTION 00230 - TEMPORARY DETOURS

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

Description

00230.00 Scope - This work consists of constructing, maintaining, and removing temporary detours as shown or directed.

Materials

00230.10 Embankment - Provide embankment materials according to the applicable parts of Section 00330.

00230.11 Geotextile - Provide embankment geotextile meeting the requirements of Section 02320. Provide "Level B" documentation according to 02320.10(c).

00230.12 Riprap - Provide riprap meeting the requirements of Section 00390.

00230.13 Aggregate Base - Provide aggregate base meeting the requirements of 00640.10.

00230.14 Asphalt Concrete Pavement - Provide ACP meeting the requirements of 00745.50.

00230.15 Emulsified Asphalt Tack Coat - Use CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, or HFMS-2 asphalt in tack as the Contractor elects.

Construction

00230.40 Embankment - Construct detour embankments according to the applicable parts of Section 00330 except compaction to the specified densities will not be required. Compact the embankment material until there is no reaction or yielding under the compactor.

00230.41 Geotextile - Place embankment geotextile according to Section 00350.

00230.42 Riprap - Place riprap according to the applicable parts of Section 00390.

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

00230.44 Asphalt Concrete Pavement - Compact the asphalt concrete mixture according to 00745.49(d).

Maintenance

00230.60 Surface Maintenance - Maintain detour surfaces according to 00220.60.

Finishing and Cleaning Up

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

- Remove them
- Restore the area on which the detours occupied to the original ground contours
- Dispose of excess materials according to 00330.41(a-5)

Measurement

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

Material	Amount
Embankment	797 cu. yd.
Geotextile	19,180 sq. ft.
Excavation.....	502 cu. yd.
Aggregate Base.....	900 cu. yd.
Asphalt Concrete Mixture	560 ton

Payment

00230.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Construct and Remove Detours".

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.80 Measurement - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

00310.92 Separate Item Basis - Add the following pay item to the pay item list:

(g) Asphalt Pavement Saw Cutting Foot

Add the following paragraph to the end of this subsection:

Item (g) applies to asphalt pavement saw cutting when shown.

SECTION 00320 - CLEARING AND GRUBBING

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

00320.40(b) Preserving and Trimming Vegetation - Replace this subsection with the following subsection:

00320.40(b) Preserving Vegetation and Other Natural Materials:

(1) **Within the Work Areas** - Avoid injuring vegetation or other natural materials designated to be saved. Preservation of this vegetation includes protection and special care.

(2) **Outside the Work Areas** - Avoid injuring vegetation or other natural materials. Confine operations which may injure vegetation or other natural materials to the work area or to areas that have already been cleared.

(3) **Vegetation and Materials to be Saved** - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

Add the following subsection:

00320.40(c) Tree and Vegetation Trimming - Trim trees according to good tree surgery practices, as directed, and according to the following:

- Do not leave unsound branches of trees in place.

- Trim branches over roadways and bridges to provide at least 20 feet of clearance above the roadway surface.
- Trim branches over walks to provide at least 8 feet of clearance above the walk surface.
- Trim branches that obstruct sight distance at intersections or impair the visibility of signs.
- Keep equipment and materials off of the critical root zone as directed.
- Remove hazardous, dead, and damaged trees outside the clearing limit as directed.

SECTION 00330 - EARTHWORK

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

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

330.41 Excavations - add the following to the end of this section

Rock is anticipated to be encountered and shall be included in the general excavation bid item. No separate payment will be made for rock excavation

00330.81 Excavation Basis Measurement – (Add the following paragraph)

The pay quantity for "General Excavation" was determined by a topographic survey and computer generated surface model. The pay quantities for "General Excavation" will be limited to the neat lines of specified typical sections, lines, grades, and slopes and above ground or base elevations at the time excavation construction begins. The pay quantities WILL NOT include additional quantities required due to work outside of the neat lines (unless specified). If at any time during the construction the contractor feels that this is not an accurate representation of the actual excavation, he shall notify the County immediately of the possible discrepancy and it shall be his responsibility to provide measurements and documentation (including earthwork modeling) to the satisfaction of the Engineer to justify a change in the plan quantities. The cost of this analysis will be considered incidental and no separate payment shall be made. The proposed DTM used in the design will be made available to the successful bidder after award of the contract.

Estimated Project In Place Quantities

Excavation	4157 C.Y
Embankment	2259 C.Y

Note: Earthwork quantities account for final roadway excavation and embankment only. No quantities for landscape grading or temporary roadway grading are included in these numbers. No significant excavation is anticipated in the areas outside of the final roadway grading limits. See section 00230 for estimated quantities for the temporary detour road.

SECTION 00360 - DRAINAGE BLANKETS

Comply with Section 00360 of the Standard Specifications.

360.11 Granular Drainage Blanket – Revise this section to read as follows:

Furnish granular drainage blanket material adhering to open aggregate section 02630.11

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

00440.13 Field-Mixed Concrete - Add the following paragraph to the end of this subsection:

Pre-packaged dry blended concrete meeting the requirements of 00440.12 may be used for work items listed in 00440.14(a).

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

00470.10 Materials: Replace the subsection reference for "Precast Concrete Manholes, Catch Basins and Inlets..." with "02450".

SECTION 0A596 - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Section 0A596, which is not a Standard Specification, is included in this Project by Special Provision.

Description

0A596.00 Scope - This work consists of furnishing and constructing Mechanically Stabilized Earth (MSE) retaining walls as shown and specified.

0A596.03 Definitions:

Alternate Gabion Basket Joint Fasteners - Spiral binders, high tensile locking spring steel clips, or clamp-on ring type fasteners that are an alternate to tie wire for assembling and joining gabion units.

Appurtenances - Traffic barriers, guardrail, fences, non-standard coping, drainage structures, sign supports, lighting supports, sound barriers, foundations, and utilities that are not part of the retaining wall system but are connected to, resting on, or passing through the retaining wall system.

Batter - The slope of the wall facing from vertical that is expressed as degrees, or as a ratio of the horizontal change in inches for each 12 inches of vertical change. A vertical face has a zero batter.

Extensible Tensile Reinforcements - Geosynthetic reinforcement where the deformation under load is equal to or greater than the reinforced backfill.

Inextensible Tensile Reinforcements - Steel reinforcement where the deformation under load is significantly less than the reinforced backfill.

Manufacturer - The fabricator having exclusive production rights for a proprietary retaining wall system.

Mechanically Stabilized Earth Retaining Wall System - A gravity retaining wall system composed of wall facing and granular backfill reinforced with either extensible or inextensible soil reinforcements connected to the facing elements.

Nonproprietary Retaining Wall System - A retaining wall system that is not patented or trademarked and is shown on the plans.

Piecemark - An alpha-numeric marking that identifies a specific type of retaining wall component. All components with the same piecemark are considered identical. Piecemarks shown on the working drawings identify placement of the component.

Preapproved Proprietary Retaining Wall System - A wall system that is listed in Appendix 15-D of the Geotechnical Design Manual (GDM).

Preapproved Proprietary Retaining Wall System Options - Acceptable preapproved proprietary retaining walls listed in 0A596.01 when proprietary retaining wall systems are required.

Preapproved Proprietary Retaining Wall System Alternates - Acceptable preapproved proprietary retaining walls listed in 0A596.01 when non-proprietary retaining wall systems are shown.

Proprietary Retaining Wall System - A retaining wall system that is protected by trademark, patent, or copyright and is produced or distributed by a manufacturer having exclusive rights.

Retained Backfill - Unreinforced backfill behind the back of MSE reinforced backfill.

Retaining Wall System - An engineered system of structural and geotechnical components that restrains a mass of earth. The terms "retaining wall system", "retaining structure", and "retaining wall" are used interchangeably.

(c) **Manufacturer's Field Construction Manual** - A field construction manual, according to 00150.37, is prepared by the manufacturer and includes detailed instructions for constructing the retaining wall.

0A596.05 Nonproprietary Retaining Wall - Submit complete unstamped working drawings according to 00150.35 at least 30 Calendar Days before beginning construction of nonproprietary retaining walls. Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings. Obtain the Engineer's written approval before beginning construction of the wall system.

Materials

0A596.10 General:

- (a) Proprietary Retaining Wall Systems** - Provide all proprietary retaining wall system components from the same wall manufacturer. If there are conflicts between the Manufacturer's requirements and the Agency's requirements, the Agency's requirements prevail.
- (b) Nonproprietary Retaining Wall Systems** - Provide materials according to the applicable material Specifications.
- (c) Quality Control** - Provide quality control according to Section 00165.

0A596.11 Backfill:

- (a) Gravel Leveling Pads Backfill** - Furnish dense graded 3/4" - 0 aggregate base material for leveling pads meeting the requirements of 02630.10.
- (e) Gabion Basket fill** - Furnish a durable 4 to 8 inch size rock material meeting the requirements of 00390.11(b).

0A596.13 Steel:

- (c) Gabion Baskets** - Furnish gabion baskets meeting the requirements of Section 02340.

0A596.14 Geosynthetics:

- (a) Geotextile Filter Layer for Subsurface Drainage Systems** - Furnish Type 1, Level B, drainage geotextile according to Section 02320.
- (b) Gabion Facing Geotextile Filter** - Furnish Type 2, Level B, riprap geotextile for gabion wall filter according to Section 02320.
- (c) Precast Concrete Facing Panel Joint Cover** - Furnish Type 1, Level B, drainage geotextile for concrete wall facings according to Section 02320.
- (d) Modular Block Drainage Fill Geotextile Filter** - Furnish Type 1, Level B, drainage geotextile according to Section 02320.
- (e) Welded Wire Facing Geotextile Filter** - Furnish Type 1, Level B, drainage geotextile according to Section 02320.
- (f) Geosynthetic Soil Reinforcements:**
 - (1) Geotextile** - Provide geotextile according to Section 02320.

0A596.31 Manufacturer's Representative Qualifications and Duties - Provide a Manufacturer's representative meeting the following qualifications:

- Is a licensed Professional Engineer in the State of Oregon or, when the licensed Professional Engineer is in "responsible charge" of the work, a qualified unlicensed designee assigned by the licensed Professional Engineer.
- Has been trained by the Manufacturer in the construction, installation, and inspection of the selected proprietary retaining wall system.

A Manufacturer's representative is required to perform the following duties:

- **Preconstruction Conference** - Meet with the Engineer and all contractor supervisory personnel and subcontractors involved in construction of the proprietary retaining wall at the preconstruction conference to discuss methods of accomplishing all phases of work required to construct the proprietary retaining wall.
- **Initial Wall Construction** - Be present at the retaining wall construction site and provide technical assistance to the Contractor and Engineer during all wall construction activities from the beginning of wall construction until at least 10 percent of the total wall length is successfully installed and backfilled to a height of at least 10 feet, or the actual wall height, whichever is less.
- Submit daily field observation reports no later than noon of the next working day. Include the following information in the daily field observation reports:
 - Date of observation.
 - Description all work observed and whether or not the work was acceptable.
 - Documentation of all communications with the Contractor and Engineer.
 - Name and signature.
- **Remaining Wall Construction** - Be available by phone or in person as needed throughout the remaining construction of the proprietary retaining wall to provide technical assistance to the Contractor and Engineer.
- **Final Field Observation Meeting** - Conduct a final field observation meeting after completing retaining wall construction with the Engineer and Contractor. Submit a final field observation meeting report that includes the following information within five Calendar Day after the final field observation meeting:
 - Date of observation.
 - Documentation of all retaining wall deficiencies.
 - Recommendation to accept or reject the retaining wall construction.
- Provide a stamped final report to the Engineer no later than 10 Calendar Days after the final field observation meeting. Include the following information in the final report:
 - Preconstruction meeting minutes.
 - All daily field observation reports.
 - Transcripts of all communications with the Contractor and the Engineer during the remaining wall construction phase.
 - Final field observation report.

Construction

0A596.40 General:

(a) Proprietary Retaining Walls - Construct proprietary retaining walls according to Agency requirements, Manufacturer's working drawings, and the Manufacturer's field construction manual. If the Manufacturer's working drawings or the Manufacturer's field construction manual conflict with Agency requirements, Agency requirements take precedence.

Follow instructions and recommendations of the representative if approved by the Engineer.

(b) Nonproprietary Retaining Walls - Construct nonproprietary retaining walls as shown.

0A596.41 Excavation and Foundation Preparation - Perform excavation and prepare and backfill wall foundations according to Section 00510 and the following:

- Grade the foundation level for a width equal to the combined width of the bottom soil reinforcements plus the facing component thickness plus 1.0 feet on each side.
- Place backfill material in nearly horizontal layers not more than 8 inches thick. Compact the entire surface of each layer with at least three coverages, using equipment made specifically for compaction. Routing hauling and grading equipment over the surface is not acceptable for compaction.
- Do not construct backfill when the backfill, the foundation, or the embankment on which it would be placed is frozen, or unstable.

0A596.42 Leveling Pads:

(a) Gravel Leveling Pads - Construct gravel leveling pads with:

- A width of at least the width of the facing plus 12 inches (6 inches on each side of the facing units).
- A thickness of at least 6 inches.
- A location tolerance of ± 1 inch of the design location.
- A top pad tolerance of $\pm 1/8$ inch of the design elevation.
- Compact gravel leveling pads in 3 to 4 inch lifts using a minimum of three passes of a walk behind vibratory plate compactor with a gross static weight of not less than 125 pounds and a total compaction static plus dynamic force of not less than 2,000 pounds.

(b) Leveling Pad Types - Construct the following types of leveling pads:

Leveling Pads for Gabion Unit Facing - Unreinforced cast-in-place concrete leveling pad or a gravel leveling pad at each facing foundation.

(c) Gabion Basket Facing:

(1) Placement - Use the same style of mesh for the gabion panel bases, ends, sides, diaphragms, and lids. Use the same method of joining the edges of a single gabion unit. Use the same method of tying successive gabion units and soil reinforcement together throughout each structure. Place gabion facing geotextile filter and MSE granular wall backfill with each level of gabion facing. Install soil reinforcements and connect them to the facing. Place remaining courses in vertical or battered positions as shown.

(2) Tolerances:

- First course of gabion basket facing within $\pm 1/4$ inch of the design horizontal alignment.
- Final out of plane concavity or convexity within ± 2 inches in 10 feet.
- Final deviation from the design batter within ± 1 inch for each 10 feet of wall height.
- Outward leaning batter is zero.
- Out of plane offset between consecutive rows within ± 1 inch from the planned offset.
- Finished top of wall elevation within ± 1 inch of design elevation.

0A596.45 Geotextile Placement:

(a) Gabion Facing Riprap Geotextile Filter - Install gabion facing riprap geotextile filter according to Section 00350 except place geotextile against the back of the gabion wall before placing backfill material and provide at least 12 inch overlaps.

0A596.47 Reinforced Backfill Placement and Compaction:

(a) Soil Reinforcement - Place backfill material by moving equipment parallel to or away from the wall facing. Do not brake suddenly or make sharp turning movements.

On extensible soil reinforcement:

- Maintain the reinforcement in a taut condition.
- Do not operate equipment on it until at least 6 inches of backfill is placed over it.

On inextensible soil reinforcement:

- Maintain reinforcement perpendicular to the wall face.
- Do not operate equipment on it until at least 3 inches of backfill is placed over it.

(b) Compaction - Meet the following requirements:

(1) Maximum Density and Optimum Moisture Content - Determine maximum density and optimum moisture content of the MSE granular backfill material according to AASHTO T 99 Standard Proctor Method A, with coarse particle correction according to AASHTO T 224.

(2) Moisture Content - Prepare the reinforced backfill material to within minus 4% to plus 2% of optimum moisture content at the time of compacting. Add water to material that does not

contain sufficient moisture and thoroughly mix. Remove excess moisture by manipulation, aeration, drainage, or other means before compacting.

(3) Density:

a. Reinforced Backfill Placed 3 Feet or More Behind Wall Facing Units - Compact reinforced backfill that is placed 3 feet or more behind wall facing units to 95% of maximum density determined by the nuclear gauge testing method.

b. Reinforced Backfill Placed Within 3 Feet Behind Wall Facing Units - Compact reinforced backfill that is placed within 3 feet behind wall facing units to 95% of maximum density determined by the test pad testing method. Use walk-behind vibratory rollers or vibratory plate compactors that have sufficient static and dynamic forces to achieve compaction without causing distortion of the wall facing units and keeping the wall facing units within the tolerances listed in 0A596.44. Compact backfill within this zone by making at least 3 compaction equipment passes.

c. Spread Footing for Bridge Abutment on MSE Retaining Wall - Compact reinforced backfill that is placed in the spread footing foundation support zone to 100% of maximum density determined by the nuclear gauge testing method. The spread footing foundation support zone has a depth which is twice the footing width or six feet, whichever is greater. Extend the spread footing zone laterally the width of the footing beyond the bottom edge of the footing in all directions, except only extend this zone a minimum 18 inches for steel soil reinforcements or 36 inches for geogrid soil reinforcements between the back of the MSE wall facing and the front edge of the adjacent bridge spread footing for spread footings.

(4) Testing Methods and Frequency:

a. Nuclear Gauge Method - Test in-place field density according to AASHTO T 310. Test at the frequency required in the ODOT Manual of Field Test Procedures.

b. Test Pad Method - Determine the number of compaction equipment passes necessary to achieve the specified density by constructing a test pad that is at least 5 feet wide, 15 feet long, and 2 feet deep. Construct test pad fill in layers no more than 8 inches thick using the same equipment and methods that will be used to compact the wall backfill. Perform at least one density test according to AASHTO T 310 on each test pad layer. Construct and test a new test pad when changes in material occur or different equipment is used during the construction of the wall backfill.

(5) Deflection Requirement - Conduct at least one deflection test, witnessed by the Engineer, on each compacted layer of backfill placed 3 feet or more behind wall facing units according to ODOT TM 158. If the tested layer exhibits yielding, deflection, reaction, or pumping, rework the area to provide acceptable test results before placing the next layer.

Maintenance

0A596.60 Protecting Work - Protect and repair work as follows:

- Do not allow runoff from adjacent areas to enter the wall construction site during construction operations.
- At the end of each day's operation, direct potential runoff away from the wall by sloping the last lift of backfill away from the wall facing.
- Rework and repair all damaged subgrade areas to the depth where undamaged work is encountered.

Measurement

0A596.80 Measurement - No measurement of quantities will be made for retaining walls.

The estimated quantity of retaining walls are:

<u>Station Limits</u>	<u>Area</u>
Sta. _27+76.30 (Neff) to Sta. 29+49.56 (Neff) (Lt.)	~1056 sq. ft.

Payment

0A596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Retaining Wall, Gabion	Lump Sum

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

00620.40(a) General - Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

Traffic will be allowed on the cold planed surface up to 30 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

- (a) Provide PG 70-28ER in Level 3, 1/2" Dense HMAC Wearing Course
- (b) Provide PG 64-28ER in Level 3, 3/4" Dense HMAC Base/Intermediate Course
- (c) Provide PG 64-28ER in Level 3, 1/2" Dense HMAC Base course
- (d) Provide PG 64-28ER in Level 2, 1/2" Dense HMAC Wearing Course

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top base course before opening to traffic. Traffic will be allowed on the top base course up to 15 Calendar Days.

Before beginning wearing course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

00759.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(a) Concrete Curb, Low Profile Mountable Curb.....	Foot
(a) Concrete Curb, Inner.....	Foot
(g) Patterned Concrete Surfacing, 6 Inches Thick	Square Foot
(g) Patterned Concrete Surfacing, 8 Inches Thick	Square Foot
(g) Bicycle Exit Ramps, Concrete Surfacing.....	Square Foot
(g) Curb Cuts, Concrete Surfacing	Square Foot

SECTION 00810 - METAL GUARDRAIL

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

00810.10 Materials - Replace the last sentence of this section that begins "Use guardrail terminals from..." with the following sentence:

Use guardrail terminals from the QPL.

SECTION 00851 - PAVEMENT MARKING REMOVAL

Comply with Section 00851 of the Standard Specifications modified as follows:

00851.40 General - Revise the first paragraph to read as follows:

Remove durable and non-durable pavement markings by hydroblasting, steel shot blasting, or grinding so that the pavement surface is not damaged below a depth of 1/8 inch.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications modified as follows:

00865.45 Installation - Add the following paragraph to the end of the bullet that begins "**Method B: Spray Markings...**":

Thermoplastic spray markings may be installed in one application at the total specified thickness if approved by the Engineer and after a successful performance test according to 00865.40. Apply spray markings in two applications if installing yellow colored markings over rumble strips.

SECTION 00920 - SIGN SUPPORT FOOTINGS

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

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

The estimated quantities of concrete for minor sign supports are:

Support Type	Material	Quantity
Triangular Base Breakaway	Concrete	5.0 cu. yd.

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.10 Materials - Replace the paragraph that begins "Except for perforated steel square tube..." with the following paragraph:

Except for perforated steel square tube slip base sign supports and for perforated steel square tube anchor sign supports, galvanizing shall conform to the requirements of Section 02530. Galvanize perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports according to ASTM A653 G90, zinc coat corner seam weld after scarfing, apply a conversion coating, and apply a final clear polymer coating.

00930.40(c) Welding - Replace the paragraph that begins "AWS D1.1, Clause 3..." with the following bullets:

AWS D1.1, Clause 3 prequalified welds for complete joint penetration (CJP) are not allowed.

Qualify CJP welds according to AWS D1.1, Clause 4. Perform V-notch (CVN) testing at 70 °F meeting the requirements of the absorbed energy values of Table 4.14.

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	810

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

00990.90 Payment - Add the following pay items:

Lump Sum	
(h) Dynamic Feedback Warning Sign.....	Lump Sum
(i) Solar Powered LED Border Signs.....	Lump Sum

Add the following paragraphs after the paragraph that begins "Item (g) includes furnishing...":

Item (h) includes furnishing and installing all components specified in the Dynamic Feedback Warning Sign plan (Sheet ES1.0).

Item (i) includes furnishing and installing the solar powered LED border signs and associated electrical components. Payment for the sign support and foundation are not included in this item.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Permanent Seeding, Mix No. 1:

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Bromus carinatus (California brome)	20.0	_____	_____	_____
Elymus elymoides (Bottlebrush squirreltail)	12.0	_____	_____	_____
Festuca roemerii (Roemer's fescue)	5.0	_____	_____	_____
Festuca idahoensis (Idaho fescue)	5.0	_____	_____	_____

Poa secunda spp. Secunda (Sandberg's bluegrass)	2.5	_____	_____	_____
Eriophyllum lanatum (Oregon sunshine)	0.5	_____	_____	_____

Permanent Seeding, Mix No. 2:

Name	PLS (lb/acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb/acre)
Delphinium nuttallianum (Larkspur)	10.0	_____	_____	_____
Lupinus argenteus (Silvery lupine)	5.0	_____	_____	_____
Lupinus Lepidus var. utahensis (Least lupine)	5.0	_____	_____	_____
Montia perfoliata (Miner's lettuce)	10.0	_____	_____	_____
Polemonium pulcherimum (Jacob's ladder)	10.0	_____	_____	_____
Solidago spp. (Goldenrod)	10.0	_____	_____	_____

Lawn Seeding:

01030.15 Mulch - Add the following paragraph to the end of this subsection:

Projects that have variable slopes may include straw mulch and hydromulch when prior approved by the Engineer.

01030.15(d) Compost – Commercially manufactured fine and medium compost material meeting the requirements of Section 03020.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.14 Topsoil – Add the following at the end of this subsection:

(d) Planting Topsoil – For backfill of tree and shrub plant pits, provide planting soil (topsoil) blend as follows:

- 15% soil conditioner meeting the requirements of subsection 01040.15
- 55% imported topsoil meeting the requirements of this section
- 30% native soil

Moisture retention chemicals meeting the requirements of subsection 01040.22(C)

Combine at the rate recommended by manufacturer.

01040.22 Water - Add the following sentence to the end of this subsection:

Moisture retention chemicals are required for this Project.

01040.23(g) Tree Stakes and Ties – Delete this subsection and replace with the following:

Where noted on the plans, furnish below-grade stabilizing system for trees, model Tree Staple stabilizers, as manufactured by Tree Staple, Inc. Uncoated, cold-rolled carbon steel which will dissipate in soil over time.

Model: TS24: 24 inches

- Tree Caliper/Height: 1-2 inches / up to 6' height
- Number of Tree Staples per tree: 2 with up to a 16-inch rootball

Model: TS42: 42 inches

- Tree Caliper/Height: 4-6 inches / up to 14' height
- Number of Tree Staples per tree: 3 with a 30+ inch rootball

Manufactured by:

Tree Staple, Inc.
1390 Valley Road, Suite 2B
Stirling, NJ 07980
www.treestaple.com

Or,

Underground rootball stabilizing system consisting of DUCKBILL anchors with D-ring, and galvanized wire rope (5' lengths per tree), and hand ratchet, as manufactured by MacLean Power Systems.

Model: 40 RBD Kit

Manufactured by:

MacLean Power Systems
481 Munn Road, Suite 300
Fort Mill, SC 29715
www.earthanchor.com

Or, Engineer approved equal.

01040.48(a) Method "A" (Cultivated Planting Areas, Non-Lawn) – Replace the first paragraph with the following:

After completing fine grading for the landscape berms and irrigation installation, place blended planting soil mixture as described in subsection 01040.14 into the individual plant pits.

01040.55(i) Tree Stakes and Ties – Replace this subsection with the following:

Place tree staples or duckbill anchors as follows:

- Leave the burlap intact and heel the plant's root ball into place.
- Remove plastic safety caps from tree staples and set aside.
- Set each tree staple opposite the other and against the outside edge of the root ball. Place the recommended quantity of tree staples as noted below. The shorter prong should be positioned over the root ball, halfway between the trunk and the root ball's outer edge.
- Drive each tree staple into the ground with a sledgehammer until the cross bar is recessed 1"-2" below the surface of the root ball. Alternate between hitting either of the prongs to insure the tree staples are completely below grade.
- Place safety caps on exposed ends.
- Cut back burlap, leaving material under cross bars.
- Fill and finish planting using best practices.

For DUCKBILL rootball anchor kits, after selecting the appropriate Power Drive Steel Shank per manufacturer's recommendations, install rootball systems around each conifer and deciduous tree according to manufacturer's recommendations.

01040.90(g) Miscellaneous – Add the following pay item to the last paragraph:

No separate or additional payment will be made for:

- Moisture Retention Chemicals
- Tree Staples or DUCKBILL rootball anchors

SECTION 01050 - FENCES

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

01050.43(c) Intermediate End Posts - Add the following sentence to the end of this subsection:

Contrary to the details shown on the standard drawings, space intermediate end posts a maximum of 300 feet apart.

01050.90(a) Payment – Add the following to the end of this subsection:

Type 1-5W Modified Fence includes a single electrified strand on top. Payment for this item includes connection to the existing electrified section of fence and verification of proper operation.

Type 2 Modified Fence includes an additional barbed wire attached at the bottom of the fence per the owner's instructions.

0150.90(d) Payment – Add the following to the end of this subsection:

Payment for this item (Removing and Rebuilding Fence) is for relocating the existing gate on the ditch rider road including any additional materials necessary to ensure proper operation in similar or better condition than the existing gate.

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications, modified as follows:

01120.10 General – Add the following:

Any fees and/or charges related to the work described in this Section will be paid by the Contractor.

01120.12 Automatic Controllers – Delete this subsection and replace with the following:

Provide battery operated Control Modules, model TBOS-II TBOS2CM1, as manufactured by:

Rain Bird Corporation
970 West Sierra Madre Avenue
Azusa, CA 91702
1-800-724-6247
www.rainbird.com

Provide one Field Transmitter for Control Module scheduling, model TBOS2FTUS, as manufactured by Rain Bird.

01120.40 General – Add the following:

Include or accommodate the following in the irrigation system design:

- Use point-of-connection and sleeving as shown on the plans.
- Ensure irrigation water is distributed to all new roadside plantings.
- Field verify the proposed point-of-connection for the roadside irrigation service, including water service to be provided by the Avion Water Co. Contact:

Mike Heffernan
Engineering Department
Avion Water Company
mike@aviowater.com
541.382.5342

- Verify available water service line hydrostatic pressure and available flow (12am - 6am) prior to starting irrigation construction, and report findings to the Engineer.
- Provide a low-flow irrigation system that will deposit water uniformly throughout the planted areas shown on plan.

- Individual irrigation zones to have matching manufacturer make and model low-flow elements, and performance characteristics.
- Locate irrigation equipment for convenient operation and maintenance. All underground equipment, excluding pipe, shall be installed in irrigation valve boxes and vaults.
- Minimize the potential for vandalism, during and after construction.

SECTION 02010 - PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications modified as follows:

02010.20 Blended Hydraulic Cement - Replace the paragraph that begins "Blended hydraulic cement..." with the following paragraph:

Blended hydraulic cement shall be either Type IS-Portland blast-furnace slag cement, Type IP-Portland-pozzolan cement, or Type IT-ternary blended cement according to AASHTO M 240, modified as follows:

Add the following bulleted item to the end of this subsection:

- Furnish blended hydraulic cement from the QPL.

SECTION 02050 - CURING MATERIAL

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

02050.00 Scope - Revise this subsection to read as follows:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

02050.10 Liquid Compounds - In the paragraph that begins "Furnish liquid membrane-forming...", replace "AASHTO C 309" with "ASTM C 309".

02050.40 Liquid Evaporation Reducer Compounds - Delete this subsection.

SECTION 02190 - PRESERVATIVE TREATMENT OF LUMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying Time - Replace this subsection with the following subsection:

02190.20 Drying After Treatment - When using waterborne preservatives, as defined in AWPA P5, dry items according to AWPA T1, Section 7.

During the drying period and until the treated items are installed on the Project, separate each layer of treated items using spacers that are at least 1/2 inch thick.

The maximum moisture content shall be 19 percent prior to installation.

Collect all spacers and other treated wood waste from the construction site and dispose of them according to 00290.20.

**BID PROPOSAL
FOR THE CONSTRUCTION OF THE
POWELL BUTTE HWY. ROUNDABOUT**

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

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

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

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

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

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

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

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

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

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

If the Bidder is awarded a contract on this Proposal, the Surety who will provide the performance bond will be The Ohio Casualty Insurance Company, whose address is

1201 SW 12th Ave.

STREET

Portland

CITY

OR

STATE

97205

ZIP

BID SCHEDULE

FOR THE CONTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
10	MOBILIZATION (210)	ALL	LS	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE (00225)	ALL	LS	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
30	CONSTRUCT AND REMOVE DETOURS(00230)	ALL	LS	\$ <u>104,000.00</u>	\$ <u>104,000.00</u>
40	EROSION CONTROL (00280)	ALL	LS	\$ <u>600.00</u>	\$ <u>600.00</u>
50	CONSTRUCTION SURVEY WORK (00305)	ALL	LS	\$ <u>26,000.00</u>	\$ <u>26,000.00</u>
60	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (00310)	ALL	LS	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>
70	ASPHALT PAVEMENT SAW CUTTING (00310)	1,950	FOOT	\$ <u>1.60</u>	\$ <u>3,120.00</u>
80	CLEARING AND GRUBBING (00320)	ALL	LS	\$ <u>8,900.00</u>	\$ <u>8,900.00</u>
90	GENERAL EXCAVATION (00330)	4,178	CUYD	\$ <u>26.00</u>	\$ <u>108,628.00</u>
100	GRANULAR DRAINAGE BLANKET (00360)	50	TON	\$ <u>34.00</u>	\$ <u>1,700.00</u>
110	LOOSE RIPRAP, CLASS 50 (00390)	5	TON	\$ <u>170.00</u>	\$ <u>850.00</u>
120	4-INCH IRRIGATION PIPE SLEEVE (00445)	50	FOOT	\$ <u>40.00</u>	\$ <u>2,000.00</u>
130	8-INCH DUCTILE IRON PIPE, 5 FT DEPTH (00445)	60	FOOT	\$ <u>63.00</u>	\$ <u>3,780.00</u>
140	CONCRETE INLETS, TYPE G-2 (00470)	2	EACH	\$ <u>1,500.00</u>	\$ <u>3,000.00</u>
150	RETAINING WALL, PREFABRICATED MODULAR GRAVITY (00596)	ALL	LS	\$ <u>34,000.00</u>	\$ <u>34,000.00</u>
160	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP (00620)	1670	SQYD	\$ <u>3.70</u>	\$ <u>6,179.00</u>

170	3/4 INCH - 0 AGGREGATE BASE (00641)	5,409	TON	\$ <u>18.75</u>	\$ <u>101,418.75</u>
180	AGGREGATE SHOULDERS (00641)	2,537	TON	\$ <u>18.75</u>	\$ <u>47,568.75</u>
190	LEVEL 3, 3/4 INCH ACP MIXTURE PG64-28ER (00744)	1,899	TON	\$ <u>74.00</u>	\$ <u>140,526.00</u>
200	LEVEL 3, 1/2 INCH ACP MIXTURE PG64-28ER (00744)	451	TON	\$ <u>73.00</u>	\$ <u>32,923.00</u>
210	LEVEL 3, 1/2 INCH ACP MIXTURE PG70-28ER (00744)	1,494	TON	\$ <u>73.00</u>	\$ <u>109,062.00</u>
220	CONCRETE CURBS, MOUNTABLE CURB, MODIFIED (00759)	5,384	FOOT	\$ <u>10.90</u>	\$ <u>58,685.60</u>
230	CONCRETE CURBS, INNER, MODIFIED (00759)	233	FOOT	\$ <u>20.40</u>	\$ <u>4,753.20</u>
240	PATTERNED CONCRETE SURFACING, 6 INCHES THICK (00759)	11,791	SQFT	\$ <u>6.50</u>	\$ <u>76,641.50</u>
250	PATTERNED CONCRETE SURFACING, 8 INCHES THICK (00759)	4,860	SQFT	\$ <u>8.20</u>	\$ <u>39,852.00</u>
260	CONCRETE SURFACING, BICYCLE EXIT RAMP (00759)	175	SQFT	\$ <u>7.35</u>	\$ <u>1,286.25</u>
270	CONCRETE SURFACING, CURB CUT (00759)	750	SQFT	\$ <u>8.50</u>	\$ <u>6,375.00</u>
280	GUARDRAIL, TYPE 1 (00810)	225	FOOT	\$ <u>21.00</u>	\$ <u>4,725.00</u>
290	GUARDRAIL END PIECES, TYPE B (00810)	2	EACH	\$ <u>100.00</u>	\$ <u>200.00</u>
300	TYPE 1-5W MODIFIED FENCE (01050)	140	FOOT	\$ <u>7.00</u>	\$ <u>980.00</u>
310	TYPE 2 FENCE (01050)	1,025	FOOT	\$ <u>4.30</u>	\$ <u>4,407.50</u>
320	TYPE 2 MODIFIED FENCE (01050)	645	FOOT	\$ <u>5.00</u>	\$ <u>3,225.00</u>
330	REMOVING AND REBUILDING FENCE (01050)	20	FOOT	\$ <u>14.00</u>	\$ <u>280.00</u>
340	MULTIPLE MAILBOX SUPPORTS (01070)	1	EACH	\$ <u>375.00</u>	\$ <u>375.00</u>

350	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED (00855)	80	EACH	\$ <u>18.00</u>	\$ <u>1,440.00</u>
360	PERMANENT SURFACE MOUNTED TUBULAR MARKERS (00856)	60	EACH	\$ <u>68.00</u>	\$ <u>4,080.00</u>
370	METHYL METHACRYLATE, EXTRUDED, GROOVED, NON-PROFIED (00865)	15,200	FOOT	\$ <u>2.20</u>	\$ <u>33,440.00</u>
380	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFIED (00865)	132	FOOT	\$ <u>5.50</u>	\$ <u>726.00</u>
390	REMOVE EXISTING SIGNS (00905)	ALL	LS	\$ <u>1,350.00</u>	\$ <u>1,350.00</u>
400	REMOVE AND REINSTALL EXISTING SIGNS (00905)	ALL	LS	\$ <u>300.00</u>	\$ <u>300.00</u>
410	SIGN SUPPORT FOOTINGS (00920)	ALL	LS	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
420	TRIANGULAR BASE BREAKAWAY SIGN SUPPORTS (00930)	ALL	LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
430	PERFORATED STEEL SQUARE TUBE SLIP BASE SIGN SUPPORTS (00930)	ALL	LS	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>
440	TYPE "G" SIGNS IN PLACE (00940)	143.25	SQFT	\$ <u>22.00</u>	\$ <u>3,151.50</u>
450	TYPE "R2" SIGNS IN PLACE (00940)	72	SQFT	\$ <u>12.00</u>	\$ <u>864.00</u>
460	TYPE "W1" SIGNS IN PLACE (00940)	40	SQFT	\$ <u>10.00</u>	\$ <u>400.00</u>
470	TYPE "Y1" SIGNS IN PLACE (00940)	92	SQFT	\$ <u>10.00</u>	\$ <u>920.00</u>
480	TYPE "Y7" SIGNS IN PLACE (00940)	25	SQFT	\$ <u>13.00</u>	\$ <u>325.00</u>
490	POLE FOUNDATIONS (00970)	ALL	LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
500	SWITCHING, CONDUIT, AND WIRING (00970)	ALL	LS	\$ <u>72,000.00</u>	\$ <u>72,000.00</u>
510	DYNAMIC FEEDBACK WARNING SIGN (00990)	ALL	LS	\$ <u>27,800.00</u>	\$ <u>27,800.00</u>
520	SOLAR POWERED LED BORDER SIGNS (00990)	ALL	LS	\$ <u>10,150.00</u>	\$ <u>10,150.00</u>

530	PERMANENT SEEDING, MIX NO. 1 (01030)	1.7	ACRE	\$ <u>6,500.00</u>	\$ <u>11,050.00</u>
540	PERMANENT SEEDING, MIX NO. 2 (01030)	0.5	ACRE	\$ <u>6,500.00</u>	\$ <u>3,250.00</u>
550	TOPSOIL (01040)	74	CUYD	\$ <u>37.00</u>	\$ <u>2,738.00</u>
560	SOIL CONDITIONER (01040)	19	CUYD	\$ <u>32.00</u>	\$ <u>608.00</u>
570	CONIFER TREES, 6 FT HEIGHT (01040)	12	EACH	\$ <u>340.00</u>	\$ <u>4,080.00</u>
580	CONIFER TREES, SPECIMEN (12 FT HEIGHT) (01040)	14	EACH	\$ <u>550.00</u>	\$ <u>7,700.00</u>
590	SHRUBS, #1 CONTAINER (01040)	121	EACH	\$ <u>38.00</u>	\$ <u>4,598.00</u>
600	ROCK MULCH (01040)	2	TON	\$ <u>100.00</u>	\$ <u>200.00</u>
610	BOULDERS (01040)	42	EACH	\$ <u>160.00</u>	\$ <u>6,720.00</u>
620	IRRIGATION SYSTEM (01120)	ALL	LS	\$ <u>13,000.00</u>	\$ <u>13,000.00</u>

630 **PROJECT TOTAL**

\$ 1,306,932.05

BID PRICE: (written words) ONE MILLION THREE HUNDRED SIX THOUSAND
NINE HUNDRED THIRTY TWO DOLLARS AND $\frac{05}{100}$ DOLLARS.

- NOTE:
- A. Bidder must bid on all Items #10 through #630.
 - B. All bids must be accompanied by a bid security in the amount of ten percent (10%) of the amount of Item #630.
 - C. The successful bidder must post both a performance and a payment bond each in the amount of one-hundred percent (100%) of the awarded contract amount Item #630 to guarantee that the successful bidder will fulfill all of his obligations under this agreement.

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

JAL Construction, Inc. 63079 541-389-1236 of
ADDRESS CITY STATE ZIP
123 SE 4th Street, P.O. Box 6269 Bend OR 97708

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

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

JW Levesque - President
Michael J. Levesque - V. Pres./Secretary
LJ Levesque - Treasurer

(IF SOLE PROPRIETOR OR PARTNERSHIP)

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

Signature of Bidder

Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18TH day of JANUARY, 2016.

JAL Construction, Inc.
Name of Corporation

By: [Signature]

Title: PRES.

Attest: [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
_____, hereinafter called the
Principal, and _____,
a corporation duly organized under the laws of the State of _____
_____, having its principal place of business at _____
_____, in the State of _____,
and authorized to do business in the State of Oregon, as Surety, are held and firmly
bound unto the _____

hereinafter called the 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 herein is herewith submitting his or its bid
proposal for the Construction of the Powell Butte Highway Roundabout hereby made a part hereof.

NOW THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the
contract be awarded to said Principal, and if the said Principal shall execute the proposed contract
and shall furnish the Performance and Payment Bond as required by the bidding and contract
documents with the time fixed by said documents, then this obligation shall be void, otherwise to
remain in full force and effect. Signed and sealed this _____ day of _____, 2016.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT**

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

Name of Bidding Contractor: JAL Construction, Inc.

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

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

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

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

Form submitted by (bidder name): JAL Construction, Inc.

Contact name: JW Levesque Phone number: 541-389-1236

CONTRACT

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

FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT

WITNESSETH:

THAT the said Contractor, in consideration of the sums to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for, and to furnish all necessary things in accordance with the applicable contract documents, bound herewith, and in accordance with such alterations or modifications of the same as may be made by the County, and according to and within the meaning and purpose of this contract. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

THAT the Contract Documents, consisting of Invitation to Bid, Information for Bidders, General Conditions, Special Provisions, Bid Proposal, Bid Schedule, Award, Bid Bond, Subcontractor Disclosure, Contract, Performance Bond, Payment Bond, Certificate of Insurance, Prevailing Wage Rates, Oregon Standard Specifications, Typical Section, Project Location, Plans and Standard Drawings bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall, by such reference have the same force and effect as though all of the same were fully written or inserted herein.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ANTHONY DEBONE, COMMISSIONER

ATTEST:

RECORDING SECRETARY

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED:

CHRIS DOTY
Road Department Director

APPROVED AS TO FORM:

LEGAL COUNSEL

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 _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

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

ATTEST:

(Principal) Secretary

(Principal)

(SEAL)

BY _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

AGENT OF RECORD TELEPHONE

(SEAL)

Witness as to Surety

BY _____
Attorney-in-Fact

(Address)

(Address)

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

Bond # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal; entered into a certain contract with the OWNER, dated the _____ day of _____ 2016, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

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

ATTEST:

(Principal) Secretary

(SEAL) _____(s)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Principal

BY

AGENT OF RECORD TELEPHONE

Surety

BY _____
Attorney-in-Fact

(Address)

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

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
INSURANCE REQUIREMENTS

Contract Name: FOR THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT.

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies except Professional Liability shall be written on an occurrence basis and be in effect for the term of this contract. Other than Professional Liability insurance, authorization from Deschutes County is required for any policy written on a "claims made" basis.

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance.

Professional Liability insurance

☒ Not required by County

Commercial General Liability (CGL) insurance with a combined single limit of not less than \$500,000 per Occurrence/\$1,000,000 Annual Aggregate.

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. ***By separate endorsement, the policy shall name Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include exclusions that reduce any required per occurrence or aggregate insurance limits. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis.

☒ Required by County ☐ Not required by County ☒ Policy endorsed with additional insured language
 (One box must be checked) (This box must be checked)

Automobile Liability insurance with a combined single limit per occurrence of not less than \$500,000.

Automobile Liability insurance covers bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. Examples of acceptable personal automobile policies include contractors who are partners or sole proprietors that do not own vehicles registered to the business.

☒ Required by County ☐ Not required by County (one box must be checked)

Additional Requirements. An insurance company admitted to do business in Oregon and rated B+ or better by Best's Insurance Rating must provide insurance policies. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts prior to commencing work. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. For commercial general liability policies the Certificate shall also provide, **by policy endorsement**, that **Deschutes County, its agents, officers, employees and volunteers are additional insureds** with respect to Contractor's services provided under this Contract. The additional insured endorsement must not include exclusions that erode any limits of required coverage. The endorsement must be in a format acceptable to Deschutes County. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

“APPENDIX “A”

PLANS

[illegible]

REMOVED FROM THE JOB SITE AND DISPOSED OF PROPERLY.

14. THE CONTRACTOR SHALL EMPLOY ALL DULY LICENSED, TRAINED, AND METHODIC PERSONNEL TO PREVENT ANY INADEQUATE DAMAGING TO PROPERTY, CULTIVATED VEGETATION AND SCOTCHING ANIMALS OR CAUSING A HAZARDOUS SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VIGILANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY ECTO FAUNA DURING CONSTRUCTION.
15. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE REGULATORY SAFETY REGULATIONS, RESIDENTS/CITY POLICE REGULATIONS, THE SLOTTING, AND THE OVERALL SHALL NOT BE RESPONSIBLE FOR EXCEEDING SAFETY REGULATIONS.
16. MATERIALS, EQUIPMENT, LOGS, OR PROVIDED IN A SEPARATE BIDDING CATEGORY SHALL ONLY BE AN EXEMPTION FROM THE CONTRACTOR'S OBLIGATION TO MAINTAIN THE SITE. THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF MAINTAINING THE QUALITY TRACKS AND ECTO HABITATS.
17. BIDDERS SHALL BE FAMILIAR WITH THE SITE'S OF GRASS IN ACCORDANCE WITH GRASS ENLARGING AND BURNING THE GRASS ONLY SHOULD.
18. CITY HAVE CONSIDERED BIDDING CATEGORY SUBSISTENCE OF FACILITIES PROVIDED TO PRIVATE PROPERTY.
19. ANY WORK WITH EXISTING PUBLIC OR PRIVATE GRASS OR RESIDENTS' DAMAGING REQUIRES A PERMIT TO WORK IN THE PUBLIC RIGHT-OF-WAY OBTAINED FROM DISCRETE COUNTY. WORK WITHIN THE RIGHT-OF-WAY OR DAMAGING TO THE PUBLIC RIGHT-OF-WAY SHALL BE OBTAINED FROM DISCRETE COUNTY. THE CONTRACTOR SHALL OBTAIN ANY AND ALL CALIFORNIA DUTY EXEMPTIONS, BURNING, AND LEGAL. WORKING.
20. TEMPORARY ACCESS FOR ALL USERS SHALL BE MAINTAINED WITHIN THE EXISTING RIGHT-OF-WAY.

Digitally signed by BARRY C. JOHNSON
DN: cn=BARRY C. JOHNSON,
ou=PARAMETRIX,
c=US
Reason: I agree to the terms
defined by the placement of
my signature on this document.
Date: 2015.12.08
15:47:05 -0500

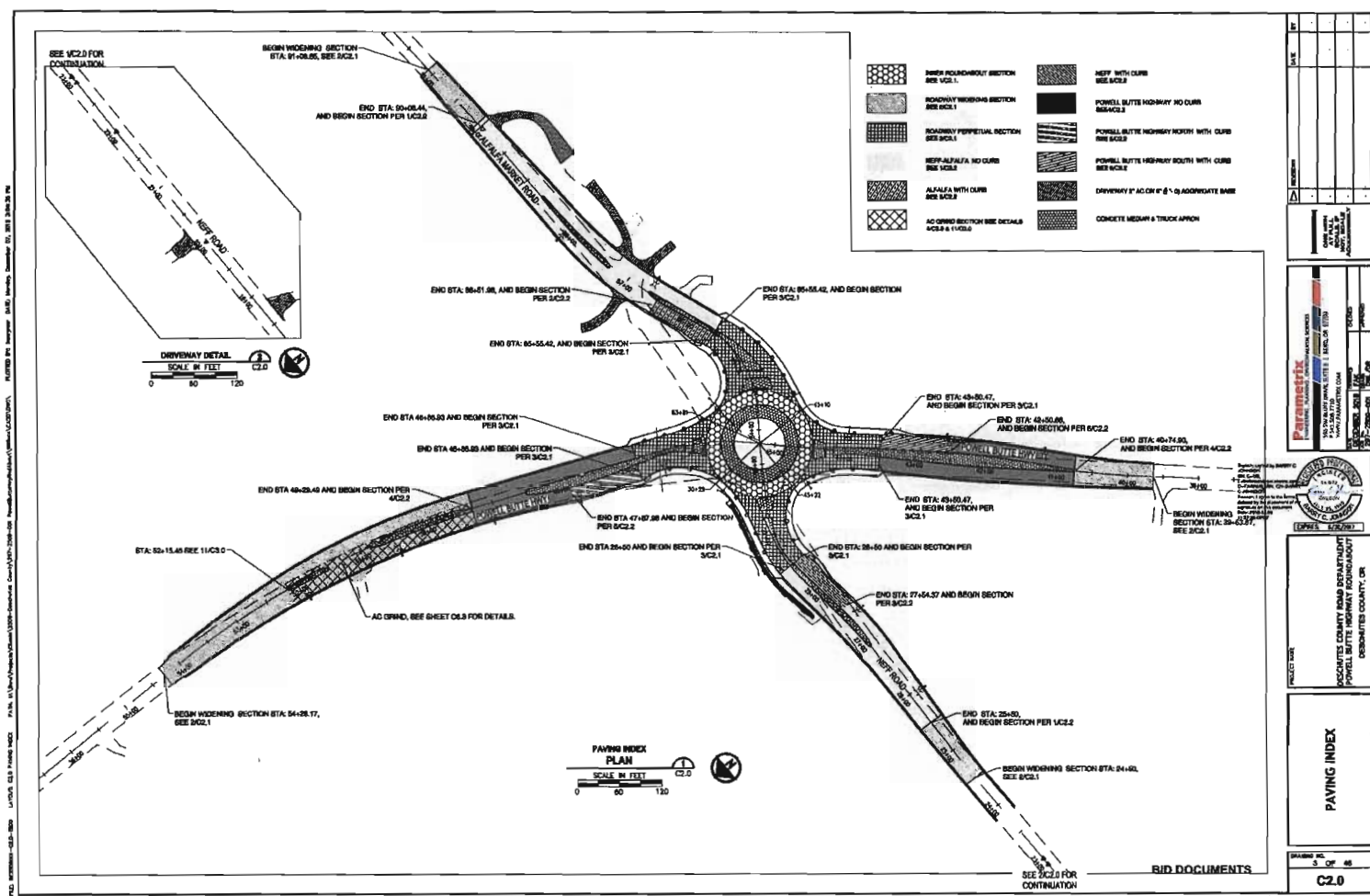


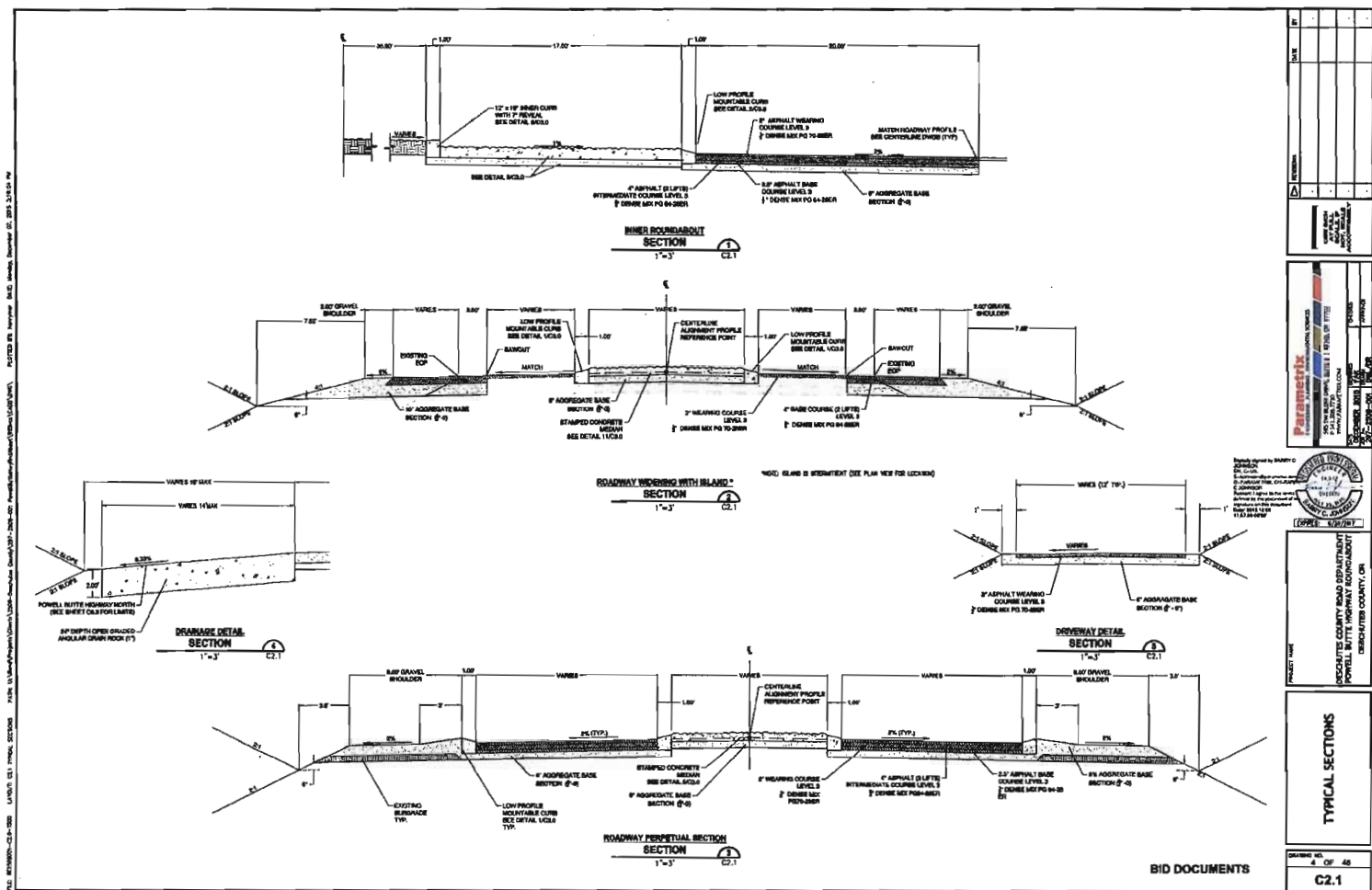
45
COUNTY ROAD DEPARTMENT
BUTTE HIGHWAY ROUNDABOUT

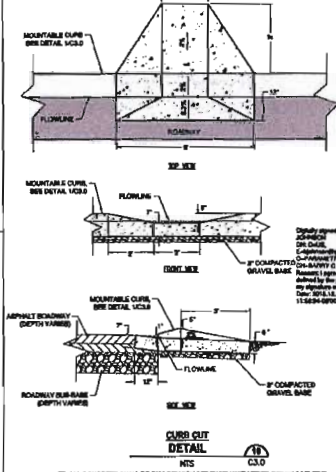
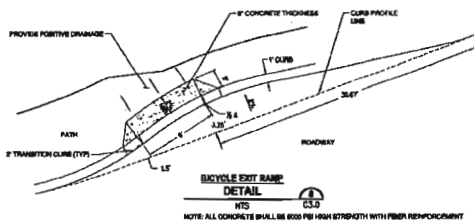
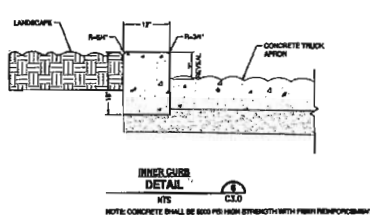
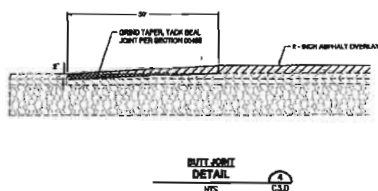
GENERAL NOTES

BID DOCUMENTS

DRAWING NO.
2 OF
C1.1

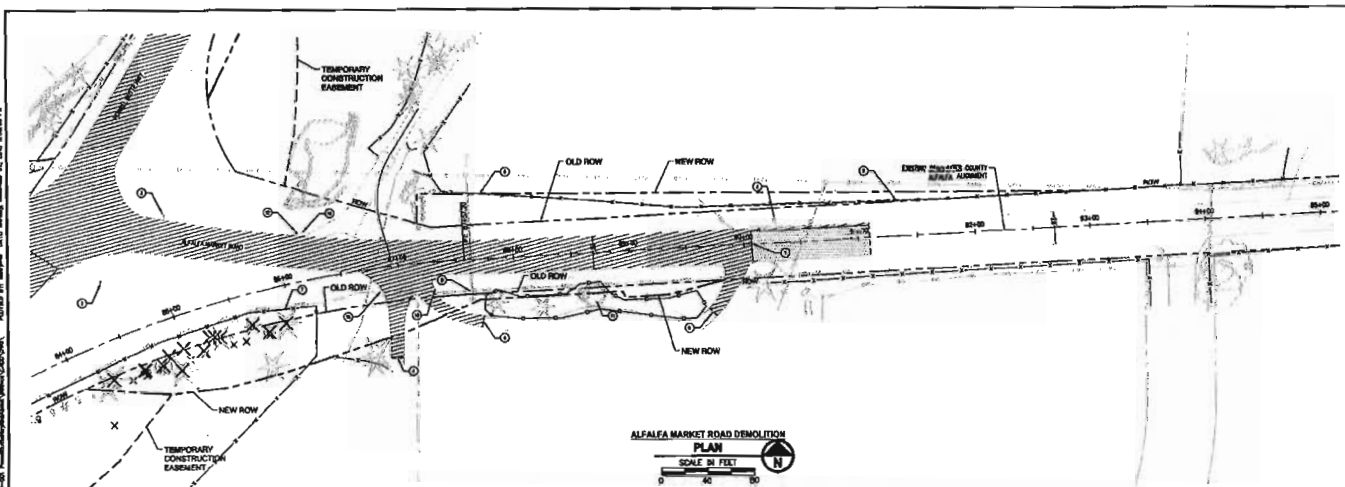






PROJECT NAME			
DETAILS		DATE	
DRAWING NO.		SHEET NO.	
C3.0		C3.0	

FILED: 2024-01-15 11:14 AM PROJECT: ALFALEA MARKET ROAD DEMOLITION DRAWING: C4.1 DEMOLITION PLAN



DEMO LEGEND:

- REMOVE AS SURFACING AND SHORE ROCK TO SUB GRADE
- REMOVE TRAIL, CONTRACTOR TO MARK AND REVEAL IN THE FIELD WITH THE INSPECTOR PRIOR TO REMOVAL
- REMOVE BARRIED WIRE FENCE
- REMOVE EXISTING PERMANENT SYSTEM AS NEEDED. COORDINATE WITH PROPERTY OWNER
- INSTALL TREE PROTECTIVE FENCING

DEMO NOTES:

1. STA 8+00.00
2. BARRIED EXISTING ASPHALT - 18" LF
3. BARRIED BOM AND RETURN TO DESCHUTES COUNTY ROAD DEPARTMENT
4. REMOVE EXISTING SAN POLE AND FLASHING BEACON
5. BARRIED EXISTING ASPHALT - 40' BEYOND OLD ROW
6. BARRIED EXISTING ASPHALT - 40' BEYOND OLD ROW
7. BARRIED EXISTING ASPHALT - 40' BEYOND OLD ROW
8. REMOVE APPROXIMATELY 1/2" LF OF EXISTING FENCE, RE-INSTALL OLD FOR CONTRIBUTION
9. REMOVE APPROXIMATELY 1/2" LF OF EXISTING FENCE UP TO EXISTING DATE NEAR STA 9+00
10. RELOCATE EXISTING POWER POLE, TELEPHONE FIBER OPTIC AND SAN WIRE, BY OTHERS
11. RELOCATE EXISTING ADDRESS MARKER
12. PROTECT EXISTING TREES. PROVIDE PROTECTIVE FENCING
13. PROTECT MAILBOX AND MAINTAIN ACCESS PRIOR TO DEMOLITION

Design: Approved by SURVEY G
Reviewed by: [Signature]
Checked by: [Signature]
Drawn by: [Signature]
Project: [Signature]
Date: 1/15/24

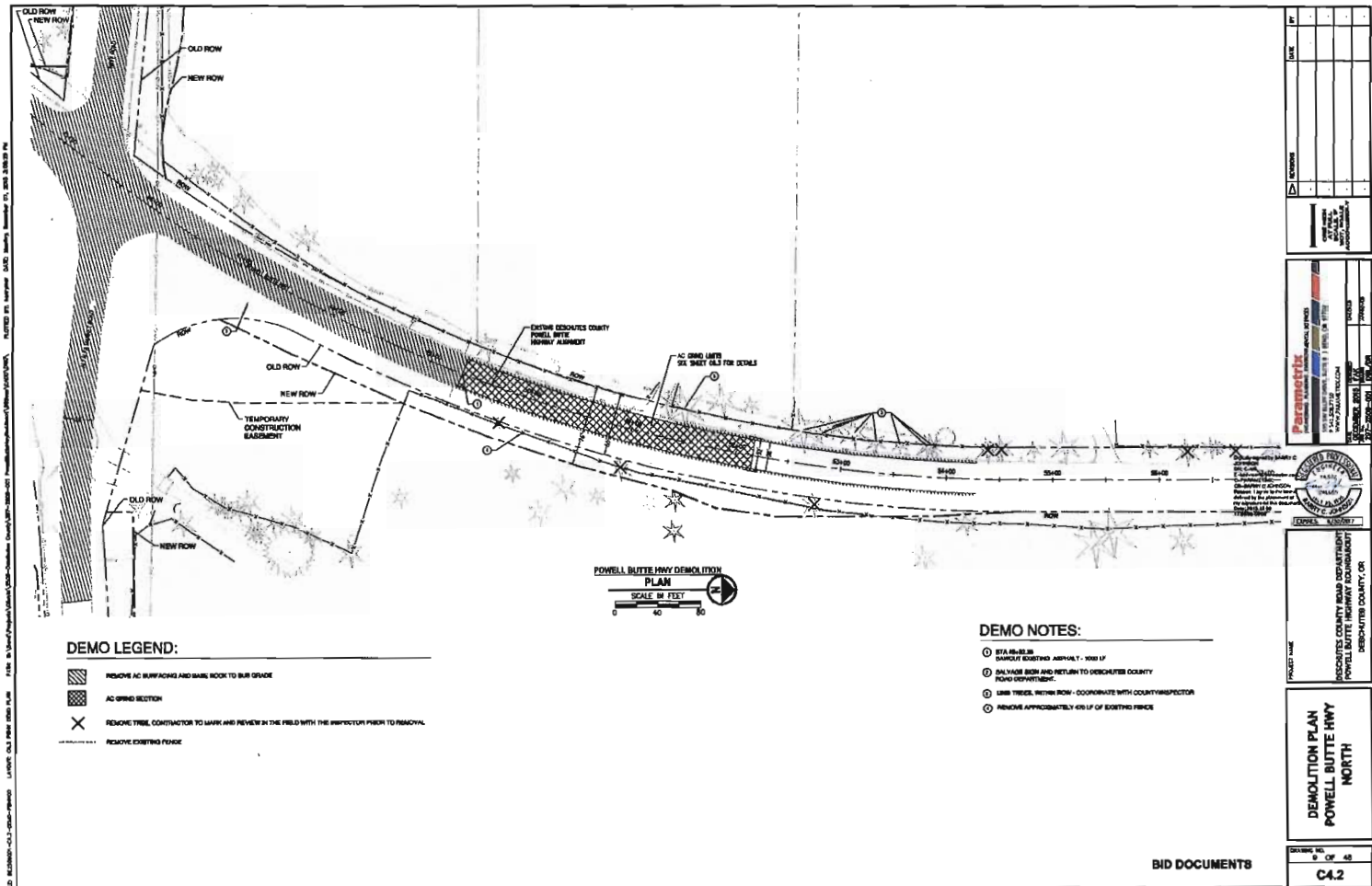


PROJECT: ALFALEA MARKET ROAD DEMOLITION
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 1/15/24

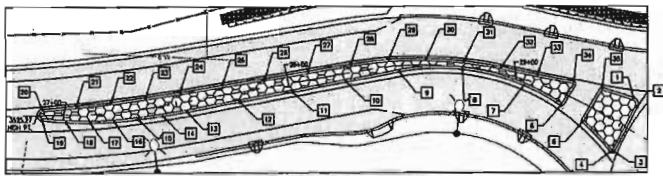
DEMOLITION PLAN
ALFALEA MARKET ROAD

BID DOCUMENTS

C4.1





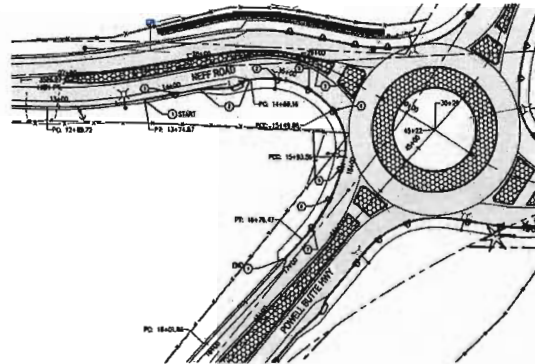


CENTER ISLAND
SCALE IN FEET
0 20 40

POINT	FL & FOC LOCATION	ELEVATION	DESC	REMARKS
1	26+48.15/13.54' LT	3027.77	PC	2'
2	26+53.26/14.17' LT	3027.89	PT	
3	26+53.34/14.84' RT	3027.81	PC	1'
4	26+53.57/13.87' RT	3027.81	PT	34'
5	26+53.36/14.47' RT	3027.88	PC	34'
6	26+53.36/14.17' RT	3027.83	PT	34'
7	26+54.36/13.55' RT	3027.05	1/2A	34'
8	26+54.36/13.17' RT	3026.84	3/4A	34'
9	26+54.72/12.77' RT	3026.86	PT	
10	26+54.67/12.37' RT	3026.54	FL	
11	26+54.36/12.34' RT	3026.54	FL	
12	27+07.75/14.24' RT	3026.10	FL	
13	27+07.75/14.24' RT	3026.10	PC	26'
14	27+13.34/14.47' RT	3026.75	1/2B	26'
15	27+13.34/14.24' RT	3026.53	FOC	175'
16	27+13.34/14.02' RT	3026.53	1/4A	175'
17	27+13.76/14.02' RT	3026.42	1/2B	175'
18	27+19.21/13.34' RT	3026.32	3/4A	175'

POINT	FL & FOC LOCATION	ELEVATION	DESC	REMARKS
19	26+48.15/13.54' RT	3025.33	PC	3.2'
20	26+48.08/13.77' LT	3025.33	PT	75'
21	27+08.06/13.87' LT	3025.33	1/4A	75'
22	27+13.62/13.77' LT	3025.33	1/2A	75'
23	27+13.36/14.47' LT	3025.33	3/4A	75'
24	27+13.36/14.17' LT	3025.33	PT	
25	27+13.36/14.17' LT	3025.33	FL	
26	27+13.36/14.17' LT	3025.33	FL	
27	27+08.37/13.47' LT	3025.45	FL	
28	27+08.37/13.47' LT	3025.46	PC	187'
29	27+14.42/13.17' LT	3025.38	1/4A	187'
30	27+14.42/13.17' LT	3025.38	1/2A	187'
31	27+14.76/13.14' LT	3025.49	3/4A	187'
32	27+14.76/13.14' LT	3025.29	PT	
33	27+14.76/13.14' LT	3025.75	FL	
34	27+14.76/13.14' LT	3025.49	PC	7'
35	26+35.76/16.04' LT	3027.24	PT	

PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
FOC - POINT OF COMPOUND CURVATURE
FL - FOCUS
1/2A - MID-POINT
3/4A - FACE OF CURB
PT - POINT OF TANGENCY
FL - FOCUS
THROUGH AVENUE IS PROVIDED



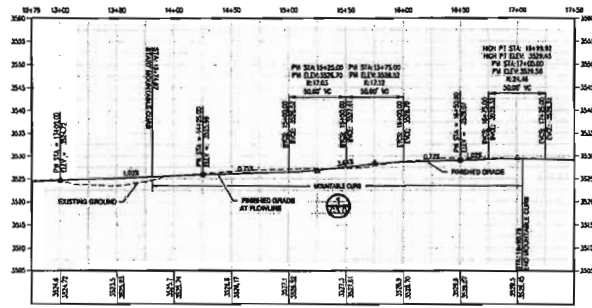
SOUTHWEST FLOWLINE
SCALE IN FEET
0 40 80

CONSTRUCTION NOTES:

1. STA 13+14.67
CONSTRUCT HIGH STRENGTH CONCRETE CURB - 304 L.F.
SEE DETAIL 100.00
2. STA 14+16.80
INSTALL ONE (1) 6" DIA. METAL WELD FOR DIMENSIONS.
3. CONSTRUCT CENTER ISLANDS, SEE UNIFORMITY CURB DETAIL 100.00
SEE DETAIL 100.00 FOR DIMENSIONS, SEE CURB
RETURN TABLE (THIS SHEET) FOR ELEVATIONS AND OFFSETS.

STORM CONSTRUCTION NOTES:

1. STA 14+16.80 OC, INSTALL CURB CUT PER DETAIL 100.00
2. STA 14+16.80 OC, INSTALL CURB CUT PER DETAIL 100.00
3. STA 15+17.80 OC, INSTALL CURB CUT PER DETAIL 100.00
4. STA 15+17.80 OC, INSTALL CURB CUT PER DETAIL 100.00
5. STA 16+18.80 OC, INSTALL CURB CUT PER DETAIL 100.00
6. STA 16+18.80 OC, INSTALL CURB CUT PER DETAIL 100.00
7. STA 16+18.80 OC, INSTALL CURB CUT PER DETAIL 100.00
8. STA 16+18.80 OC, INSTALL CURB CUT PER DETAIL 100.00



SW CURB PROFILE
HORIZ. 1"=40'
VERT. 1"=10'

BID DOCUMENTS

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

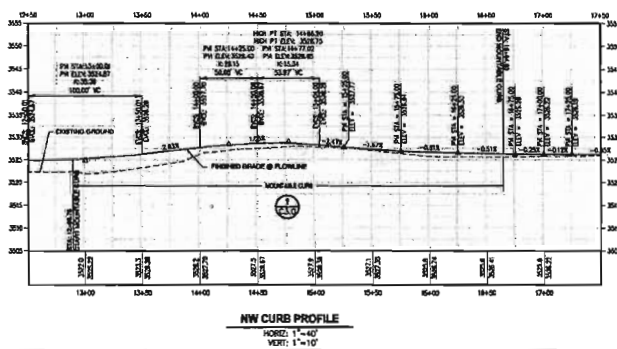
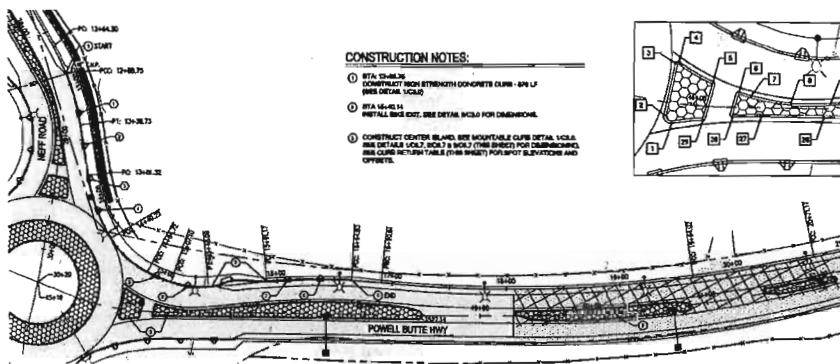
Parametric
1111 N. 10th St., Suite 100
Tulsa, OK 74103
Tel: 918.438.1111
Fax: 918.438.1112
www.parametric.com



PROJECT TITLE
REYNOLDS COUNTY ROAD DEPARTMENT
POMERLETT HIGHWAY ROUNDABOUT
REYNOLDS COUNTY, OK

**SOUTHWEST CURB
PLAN AND PROFILE**

DATE: 12-01-00
C6.6



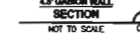
DATE REVIEW TABLE					
POINT	IN & OUT LOCATION	REVIEWER	REASON	REMARK	
11	45-58-25.00/67.00 E	2028.41	PAZ		✓
12	45-58-25.00/67.00 E	2028.50	PAZ		
13	45-58-25.00/67.00 E	2028.59	PAZ		
14	45-58-25.00/67.00 E	2028.68	PAZ		✓
15	45-58-25.00/67.00 E	2028.76	PAZ		
16	45-58-25.00/67.00 E	2028.84	PAZ		✓
17	45-58-25.00/67.00 E	2028.92	PAZ		✓
18	45-58-25.00/67.00 E	2029.00	PAZ		
19	45-58-25.00/67.00 E	2029.08	PAZ		
20	45-58-25.00/67.00 E	2029.16	PAZ		
21	45-58-25.00/67.00 E	2029.24	PAZ		
22	45-58-25.00/67.00 E	2029.32	PAZ		
23	45-58-25.00/67.00 E	2029.40	PAZ		
24	45-58-25.00/67.00 E	2029.48	PAZ		
25	45-58-25.00/67.00 E	2029.56	PAZ		
26	45-58-25.00/67.00 E	2029.64	PAZ		
27	45-58-25.00/67.00 E	2029.72	PAZ		
28	45-58-25.00/67.00 E	2029.80	PAZ		
29	45-58-25.00/67.00 E	2029.88	PAZ		
30	45-58-25.00/67.00 E	2029.96	PAZ		
31	45-58-25.00/67.00 E	2030.04	PAZ		
32	45-58-25.00/67.00 E	2030.12	PAZ		
33	45-58-25.00/67.00 E	2030.20	PAZ		
34	45-58-25.00/67.00 E	2030.28	PAZ		
35	45-58-25.00/67.00 E	2030.36	PAZ		
36	45-58-25.00/67.00 E	2030.44	PAZ		
37	45-58-25.00/67.00 E	2030.52	PAZ		
38	45-58-25.00/67.00 E	2030.60	PAZ		
39	45-58-25.00/67.00 E	2030.68	PAZ		
40	45-58-25.00/67.00 E	2030.76	PAZ		
41	45-58-25.00/67.00 E	2030.84	PAZ		
42	45-58-25.00/67.00 E	2030.92	PAZ		
43	45-58-25.00/67.00 E	2031.00	PAZ		
44	45-58-25.00/67.00 E	2031.08	PAZ		
45	45-58-25.00/67.00 E	2031.16	PAZ		
46	45-58-25.00/67.00 E	2031.24	PAZ		
47	45-58-25.00/67.00 E	2031.32	PAZ		
48	45-58-25.00/67.00 E	2031.40	PAZ		
49	45-58-25.00/67.00 E	2031.48	PAZ		
50	45-58-25.00/67.00 E	2031.56	PAZ		
51	45-58-25.00/67.00 E	2031.64	PAZ		
52	45-58-25.00/67.00 E	2031.72	PAZ		
53	45-58-25.00/67.00 E	2031.80	PAZ		
54	45-58-25.00/67.00 E	2031.88	PAZ		
55	45-58-25.00/67.00 E	2031.96	PAZ		
56	45-58-25.00/67.00 E	2032.04	PAZ		
57	45-58-25.00/67.00 E	2032.12	PAZ		
58					

POINT	FL & FUC LOCATION	CLANDESTINE	DETC	ANALYST
100	40-30.31.75.27 L1	3007.20	1/14	12/19
101	40-30.31.75.27 L1	3007.20	1/14	12/19
102	40-30.31.75.27 L1	3007.20	1/14	12/19
103	40-30.31.75.27 L1	3007.20	1/14	12/19
104	40-30.31.75.27 L1	3007.20	1/14	12/19
105	40-30.31.75.27 L1	3007.20	1/14	12/19
106	40-30.31.75.27 L1	3007.20	1/14	12/19
107	40-30.31.75.27 L1	3007.20	1/14	12/19
108	40-30.31.75.27 L1	3007.20	1/14	12/19
109	40-30.31.75.27 L1	3007.20	1/14	12/19
110	40-30.31.75.27 L1	3007.20	1/14	12/19
111	40-30.31.75.27 L1	3007.20	1/14	12/19
112	40-30.31.75.27 L1	3007.20	1/14	12/19
113	40-30.31.75.27 L1	3007.20	1/14	12/19
114	40-30.31.75.27 L1	3007.20	1/14	12/19
115	40-30.31.75.27 L1	3007.20	1/14	12/19
116	40-30.31.75.27 L1	3007.20	1/14	12/19
117	40-30.31.75.27 L1	3007.20	1/14	12/19
118	40-30.31.75.27 L1	3007.20	1/14	12/19
119	40-30.31.75.27 L1	3007.20	1/14	12/19
120	40-30.31.75.27 L1	3007.20	1/14	12/19

PC = POINT OF CURVATURE
PRD = POINT OF REVERSE CURVATURE
POC = POINT OF COMPOUND CURVATURE
MGA = MID-POINT
PT = POINT OF TANGENCY
FOC = FOCUS OF CURVE
FL = FLOWLINE

BID DOCUMENTSNORTHWEST CURB
PLAN AND PROFILE

19 OF
C6.7



- [illegible]

BID DOCUMENTS

GABION WALL

PLAN & PROFILE

DATE: 11/20/2018

BY: JAC

PROJECT NAME

SCOUTS COUNTY ROAD REPAIRS

POWELL BUTTE MONUMENT ROAD

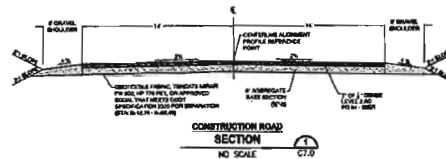
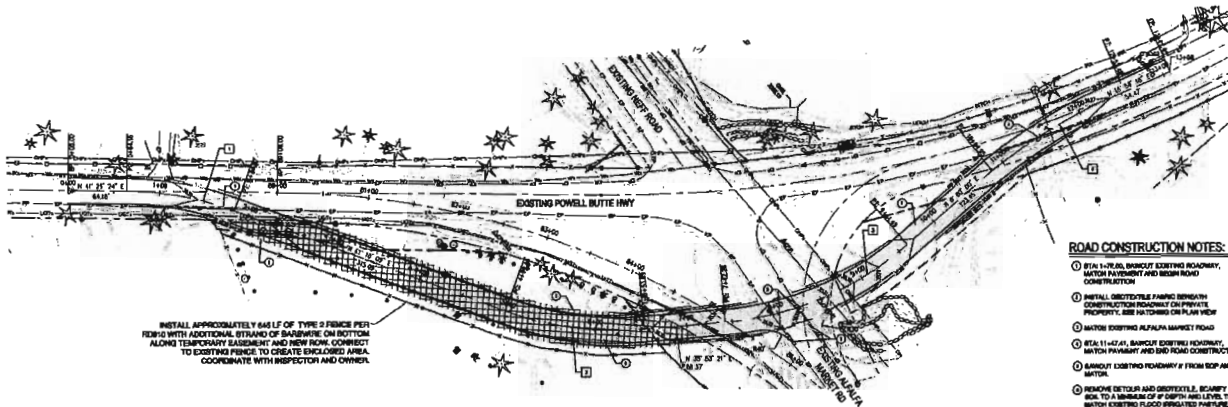
DISCHUTE COUNTY, OR

PROJECT NO.

21 OF 26

SCALE

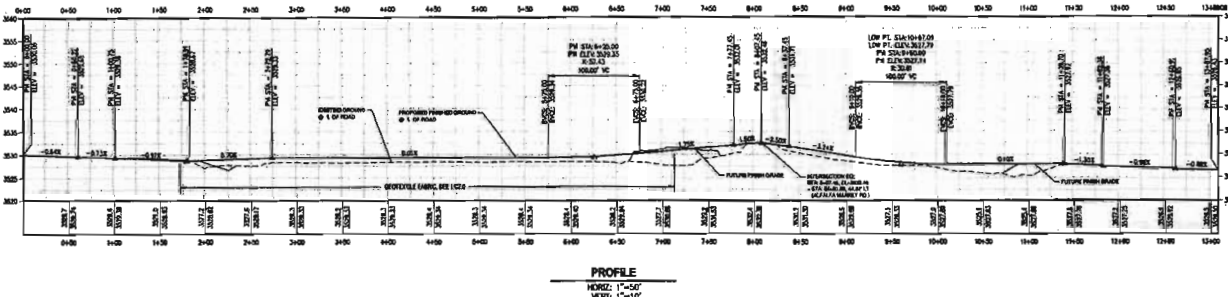
1" = 10'



CONSTRUCTION ROAD CENTERLINE
PLAN
SCALE: 1"=100'

ROAD CURVE DATA TABLE

CURVE #	RADIUS	LENGTH	TAN	DELTA (°)
1	300	120.71	60.70	39°10'47"
2	300	134.43	76.49	39°10'47"
3	300	113.25	56.73	39°10'47"
4	300	100.54	50.00	39°10'47"



PROFILE
HORIZ: 1"=50'
VERT: 1"=10'

- ROAD CONSTRUCTION NOTES:**
1. MATCH EXISTING ROADWAY, MATCH PAYMENT AND BEGIN ROAD CONSTRUCTION.
 2. INSTALL APPROXIMATELY 665 LF OF TYPE 2 FENCE PER ROWS WITH ADDITIONAL STRAND OF BARBED WIRE ON BOTTOM ALONG TEMPORARY SEGMENT AND NEW ROWS CONNECT TO EXISTING FENCE TO CREATE ENCLOSED AREA. COORDINATE WITH INSPECTOR AND OWNER.
 3. MATCH EXISTING ROADWAY, MATCH PAYMENT AND BEGIN ROAD CONSTRUCTION.
 4. MATCH EXISTING ROADWAY # FROM TOP AND BOTTOM.
 5. REMOVE DETOUR AND OBSTACLE, SCUMPT SOIL TO A MINIMUM OF 8" DEPTH, RELEVEL TO MATCH EXISTING FLOOD REGULATION PAVEMENT.
 6. REMOVE DETOUR, FLOOD AND ADJUST BASE, RELEVEL TO 1.5' FOR LANDSCAPE REQUIREMENTS AND GRADES.

CONSTRUCTION ROAD

BID DOCUMENTS

C7.0

SEAL

DATE

BY

PROJECT NAME

CONTRACT NO.

ISSUED BY

APPROVED BY

SEAL

DATE

BY

PROJECT NAME

CONTRACT NO.

ISSUED BY

APPROVED BY

-
-

4.2.5

- 11

- W-2



2. All accommodations for physical disabilities and

48				
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MC
1/19



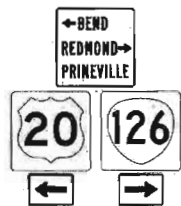
Y. DANIEL

30

100% CONSTRUCTION DOCUMENTS

23 OF 4

EXISTING SIGN DETAILS
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD



Sign No. 1



Sign No. 2



Sign No. 5



Sign No. 4



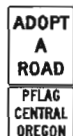
Sign No. 5



Sign No. 6



Sign No. 7



Sign No. 8



Sign No. 9



Sign No. 10



Sign No. 11

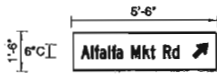


Signo No. 12

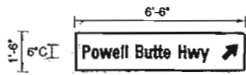
PROPOSED SIGN DETAILS
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD



Sign No. 101



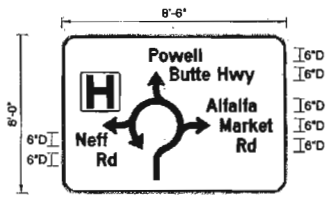
Sign No. 102



Sign No. 103



Sign No. 104



Sign No. 105



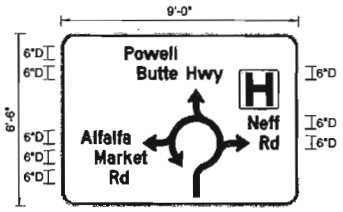
Sign No. 106



Sign No. 107



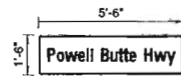
Sign No. 108



Sign No. 109

NOT
USED

Sign No. 110



Sign No. 111



Sign No. 112



Sign No. 113

DATE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DESCHUTES COUNTY ROAD DEPARTMENT POWELL BUTTE ROAD OUTPOST DESCHUTES COUNTY, OR	
PROPOSED SIGN DETAILS	
DRAWING NO.	25 OF 45
100% CONSTRUCTION DOCUMENTS	

																																																																																																			
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	KITTELSON & ASSOCIATES, INC. TRANSPORTATION CONSULTING CORPORATION		11/29/2014 11:45 AM	11/29/2014 11:45 AM
	11/29/2014 11:45 AM	11/29/2014 11:45 AM	11/29/2014 11:45 AM	11/29/2014 11:45 AM

6 MINIMUM DEPTH OF FOOTING FOR TRIANGULAR BASE BREAKAWAY AND MULTIPOST BREAKAWAY INSTALLATIONS IS FOR A 2" DIAMETER FOOTING. FOR ADDITIONAL INFORMATION SEE STANDARD DRAWINGS TM601 AND TM602.

SIGN AND POST
DATA TABLE

BON AND POST DATA TABLE	DESSAUER COUNTY ROAD DISTRICT POWELL BUTTE HWY ROUNDABOUT DESSAUER COUNTY, OK	 DESSAUER COUNTY ROAD DISTRICT POWELL BUTTE HWY ROUNDABOUT DESSAUER COUNTY, OK	 KITTELSON & ASSOCIATES, INC. 1000 N. W. 10th Ave., Suite 100 Oklahoma City, Oklahoma 73102 (405) 241-1111 FAX (405) 241-1112 E-MAIL: K&A@KITTELSON.COM WWW: WWW.KITTELSON.COM	DATE: 05/25/2016 TIME: 10:00 AM USER: JLM PROJECT:	PLAN ELEVATION DATE: 05/25/2016
----------------------------	--	---	--	---	---------------------------------------

SIGN NO.	SIGN LOCATION	SIGN DIMENSIONS		BORDER WIDTH	RADIUS	ARROW SIZE	SIGN TYPE	SUB-STRATE	COLOR		LEGEND TYPE	TYPE OF SUPPORT	POST		FOOTINGS		REFER TO OREGON STANDARD DRAWINGS	REMARKS		
		H	W						SIGN TYPE	SIGN COLOR			C 60-4	C 60-3	LENGTH	WIDTH			MIN. DEPTH	MIN. AREA
108	44+42, RT	10'-0"	8'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	45+42, LT	10'-0"	8'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	29+50, RT	10'-0"	8'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	34+14, LT	10'-0"	8'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
109	49+64, LT	9'-0"	8'-0"	X			101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
111	24+00, RT	10'-0"	10'-0"	X			101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	ON SAME POST AS SIGN 107	
	30+13, LT	10'-0"	10'-0"	X			101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	ON SAME POST AS SIGN 107	
112	40+41, RT	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	40+43, E	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	40+36, LT	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	30+10, RT	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	31+50, LT	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	32+10, E	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	32+94, E	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	36+50, S	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	37+32, LT	10'-0"	10'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	38+04, RT	12'-0"	12'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
	50+10, RT	30'-0"	36'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION	
50+10, RT	30'-0"	36'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION		
50+10, LT	30'-0"	36'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION		
50+51, RT	30'-0"	36'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION		
50+14, LT	26'-0"	36'-0"				101	A	101	100	1	1	18'-0"	10'-0"	2'-0"	2'-0"	1	1	SLIP BASE FOUNDATION		

BK-BLACK
 BL-BLUE
 BR-BROWN
 FY-FLUORESCENT YELLOW
 GR-GREEN
 O-ORANGE
 R-RED
 RB-RED-BLUE
 SW-SILVER-WHITE
 W-WHITE
 Y-YELLOW
 YG-YELLOW-GREEN

2 NOTE: L,C,R ARE LOCATIONS OF POSTS
FACING THE SIGN.
L=LEFT POST
C=CENTER POST
R=RIGHT POST

4 NOTE: THE LOCATIONS SHOWN ARE APPROXIMATE EXCEPT FOR SPEED ZONES, SCHOOL ZONES, OBJECT MARKERS AND MILEPOST MARKERS. EXACT LOCATIONS ARE TO BE DETERMINED BY THE ENGINEER.

6 MINIMUM DEPTH OF FOOTING FOR TRIANGULAR BASE BREAKAWAY AND MULTIPOST BREAKAWAY INSTALLATIONS IS FOR A 2" DIAMETER FOOTING. FOR ADDITIONAL INFORMATION SEE STANDARD DRAWINGS TMS01 AND TMS02.

6 MINIMUM DEPTH OF FOOTING FOR TRIANGULAR BASE BREAKAWAY AND MULTI-POST BREAKAWAY INSTALLATIONS IS FOR A 2" DIAMETER FOOTING. FOR ADDITIONAL INFORMATION SEE STANDARD DRAWINGS TBS01 AND TBS02.

CRAMMING NO.	27 OF 46
855.0	

STREET LIGHT POLE SCHEDULE

ILLUMINATION LEGEND AND DETAILS
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

POLE NO.	SERVICE NO.	STREET	STATION	OFFSET*	LUMINAIRE ARM LENGTH	LAMP	LUMINAIRE MOUNTING HEIGHT (FT)	TYPE	NOTES**
1	15	Powell Butte	41+19	29.2' RI	8'	LED	25'	III	Furnished and installed by CEC
2	15	Powell Butte	42+57	35.1' RI	8'	LED	25'	III	Furnished and installed by CEC
3	15	Powell Butte	43+96	33.8' RI	8'	LED	25'	III	Furnished and installed by CEC
4	9	Powell Butte	44+44	56.2' LI	8'	LED	25'	III	Furnished and installed by CEC
5	14	Alfalfa Market	84+42	61.8' RI	8'	LED	25'	III	Furnished and installed by CEC
6	13	Powell Butte	45+78	60.7' RI	8'	LED	25'	III	Furnished and installed by CEC
7	11	Powell Butte	46+52	30.6' LI	8'	LED	25'	III	Furnished and installed by CEC
8	11	Powell Butte	47+78	35.5' LI	8'	LED	25'	III	Furnished and installed by CEC
9	12	Powell Butte	49+04	29.0' LI	8'	LED	25'	III	Furnished and installed by CEC
10	12	Powell Butte	50+47	28.6' LI	8'	LED	25'	III	Furnished and installed by CEC
11	12	Powell Butte	51+93	28.2' LI	8'	LED	25'	III	Furnished and installed by CEC
12	10	Neff	25+96	24.9' RI	8'	LED	25'	III	Furnished and installed by CEC
13	10	Neff	27+37	28.3' RI	8'	LED	25'	III	Furnished and installed by CEC
14	9	Neff	28+77	29.3' RI	8'	LED	25'	III	Furnished and installed by CEC
15	9	Neff	29+69	59.5' LI	8'	LED	25'	III	Furnished and installed by CEC
16	13	Alfalfa Market	85+45	30.6' LI	8'	LED	25'	III	Furnished and installed by CEC
17	14	Alfalfa Market	86+85	26.6' RI	8'	LED	25'	III	Furnished and installed by CEC
18	13	Alfalfa Market	88+10	25.7' LI	8'	LED	25'	III	Furnished and installed by CEC

* - Offset measured from roadway centerline.

** - Luminaire shall be Cree XSP Version C LED fixture model BXSP C HT 5WE E 40K-UL SY with backlight shield.

LIGHT LEVEL SUMMARY TABLE

ROADWAY/INTERSECTION	CLASSIFICATION	TARGET	LIGHT LEVEL	UNIFORMITY	LIGHT LOSS FACTOR	BUG RATING
Powell Butte Hwy at Alfalfa Mt Rd/Neff Rd	Rural Arterial/Rural Arterial	TARGET	2.0 fc	≤ 6 : 1	0.85	B1 UO G1
		DESIGN	0.8 fc	4.3 : 1		
Powell Butte Hwy - North Leg	Rural Arterial	TARGET	2.0 fc	≤ 6 : 1	0.85	B1 UO G1
		DESIGN	0.8 fc	4.0 : 1		
Powell Butte Hwy - South Leg	Rural Arterial	TARGET	2.0 fc	≤ 6 : 1	0.85	B1 UO G1
		DESIGN	0.8 fc	4.0 : 1		
Alfalfa Mt Rd - East Leg	Rural Arterial	TARGET	2.0 fc	≤ 6 : 1	0.85	B1 UO G1
		DESIGN	0.8 fc	4.3 : 1		
Neff Rd - West Leg	Rural Arterial	TARGET	2.0 fc	≤ 6 : 1	0.85	B1 UO G1
		DESIGN	0.8 fc	4.2 : 1		

LEGEND

- ① Central Electric Cooperative to furnish and install new Central Electric Cooperative approved street light. Street light pole shall be HAPCO standard aluminum city light pole model no. STANSTON/UL and street light shall be Cree double ended C HT 5WE E 40K-UL SY with backlight shield. See "Street Light Pole Schedule".
- ② Install Central Electric Cooperative approved street light poles for standard street light pole. See Central Electric Cooperative drawing number 07-210. Confirm pole diameter with Central Electric Cooperative before installation.
- ③ Install 15 inch electrical grade sub 40 pin conduit.
- ④ Electrical conduit, see Dynamic Feedback Warning Sign plan.
- ⑤ Install conduit and wire as required by power company.
- ⑥ Install poly pull line (SDP) minimum strength.
- ⑦ Power source for LED/ 240 volt, single phase (field load).
- ⑧ Install LED/240 volt, single phase un-metered service cabinet in (in - meter).
- ⑨ Metered service, see Dynamic Feedback Warning Sign plan.
- ⑩ Install 10" W x 17" L x 18" H precast junction box with concrete apron.
- ⑪ Install 12" W x 22" L x 18" H precast junction box with concrete apron.
- ⑫ Light pole number (LPL) see "Street Light Pole Schedule".

GENERAL NOTES

- All construction, workmanship, and materials shall be in accordance with Central Electric Cooperative electric service requirements.
- Foundations, junction boxes, and conduit shall be installed at locations shown on plans. If conflicts arise, foundations, junction box, and conduit locations may be modified in the field per the engineer's approval. All lighting equipment must be placed within the right-of-way. Place conduit in same trench as other conduits whenever possible.
- Location of existing utilities shall be verified. Coordinate all work with utility companies to establish conflicts.
- All proposed street lighting foundations, conduits, pull ropes, and street light poles shall be installed by contractor per Central Electric Cooperative requirements.
- All street light poles, luminaires, arms, ballastless lamps, and wiring shall be furnished and installed by Central Electric Cooperative.
- Final light pole locations shall be approved by the field by the engineer prior to foundation installation.
- This illumination plan is to be accompanied by Oregon Standard Drawing T447E.
- All conduit elbows shall be factory made and be long radius 36". For conduit runs longer than 150' or containing more than 270 degrees of bends, elbows shall be fiberglass.
- Contractor to coordinate with Central Electric Cooperative for 110 business days in advance of commencing illumination work. Contact Tim Burrows at (541) 312-1721.
- All conduit runs shall be approved by Central Electric Cooperative before burial.
- Cover and protect all new light bulb sockets.

NEFF RD
CLOSED
2 MILES
USE
DETOUR

1 48"x50" TYPE "04"



Neff Rd

2 48"x48" TYPE "04"
30"x18" TYPE "04"

DETOUR
Neff Rd

3 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Neff Rd

4 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Neff Rd

5 30"x24" TYPE "04"
30"x18" TYPE "04"

NEFF RD
CLOSED
1 MILE
USE
DETOUR

7 48"x50" TYPE "04"

DETOUR
Neff Rd

24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Neff Rd

24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

END
DETOUR

10 30"x24" TYPE "04"

ROAD CLOSED
TO THRU TRAFFIC
LOCAL ACCESS ONLY

11 60"x30" TYPE "W1"

ROAD
CLOSED

12 48"x30" TYPE "W1"

DETOUR
Neff Rd

13 30"x24" TYPE "04"
30"x18" TYPE "04"

DETOUR
Neff Rd

14 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Neff Rd

16 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

ALFALFA
MARKET RD
CLOSED
1 MILE
USE
DETOUR

18 48"x50" TYPE "04"

ALFALFA
MARKET RD
CLOSED
2 MILES
USE
DETOUR

17 48"x50" TYPE "04"

DETOUR
Alfalfa Mkt Rd

18 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Alfalfa Mkt Rd

19 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Alfalfa Mkt Rd

20 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR
Alfalfa Mkt Rd

21 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"

DETOUR SIGN DETAILS
POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

DETOUR
Alfalfa Mkt Rd

22 24"x12" TYPE "04"
30"x18" TYPE "04"
21"x15" TYPE "04"



Alfalfa Mkt Rd

23 48"x48" TYPE "04"
30"x18" TYPE "04"

DETOUR
Alfalfa Mkt Rd

24 30"x24" TYPE "04"
30"x18" TYPE "04"

DETOUR
Alfalfa Mkt Rd

25 30"x24" TYPE "04"
30"x18" TYPE "04"

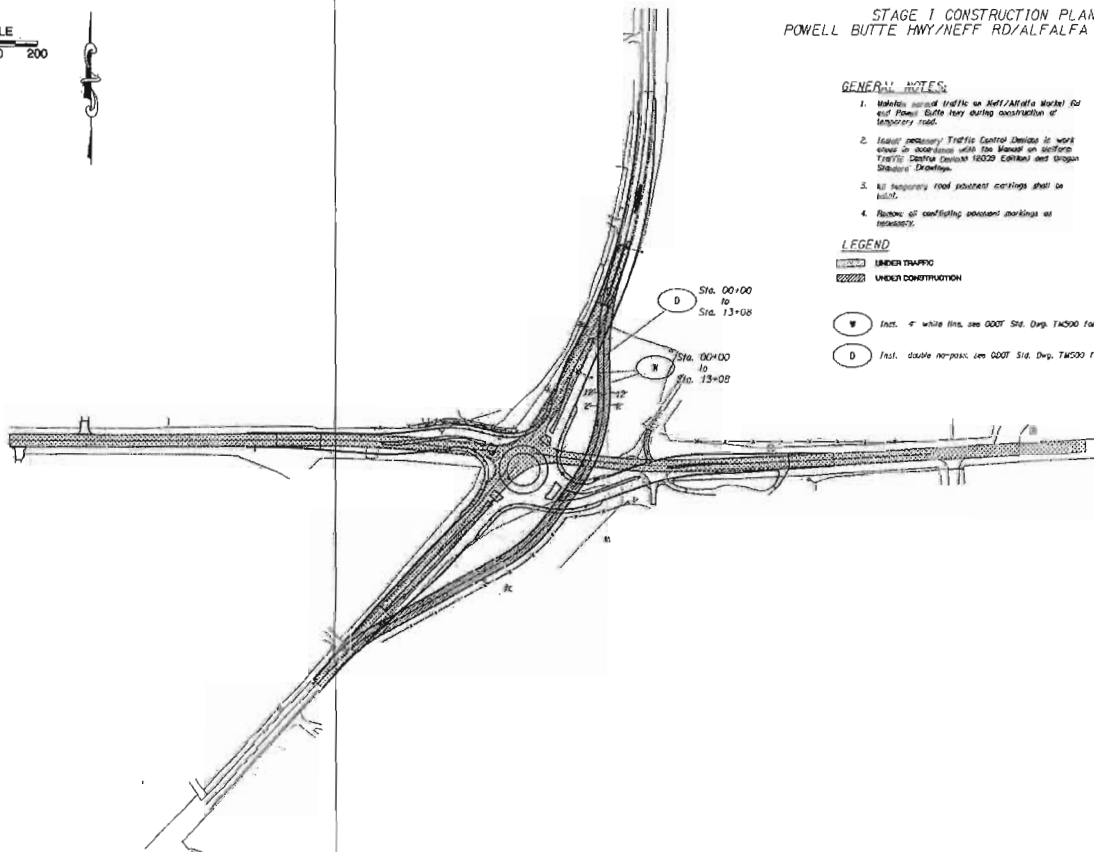
DETOUR
Neff Rd

26 30"x24" TYPE "04"
30"x18" TYPE "04"

100% CONSTRUCTION DOCUMENTS

DATE	
BY	
CHECKED	
APPROVED	
KUTTELSON & ASSOCIATES, INC.	
1120 N. 2ND ST., SUITE 100, BOZEMAN, MT 59717	
TEL: (406) 552-1234 FAX: (406) 552-1235	
DESCHUTES COUNTY ROAD DEPARTMENT	
POWELL BUTTE, MT 59717	
DESCHUTES COUNTY, OR	
DETOUR SIGN DETAILS	
DATE	33 OF 46
VCP:10	

SCALE
0 100 200



STAGE I CONSTRUCTION PLAN POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

GENERAL NOTES

1. Maintain normal traffic on Neff/Alfalfa Market Rd and Powell Butte Hwy during construction of temporary road.
2. Install necessary Traffic Control Devices in work areas in accordance with the Manual on Uniform Traffic Control Devices 1000 Edition and Oregon Standard Drawings.
3. All temporary road pavement markings shall be built.
4. Remove all conflicting pavement markings as necessary.

LEGEND

- UNDER TRAFFIC
- UNDER CONSTRUCTION

- W Dist. 4" white line, use 000T Std. Dwg. T4500 for details.
- D Dist. double no-pass, use 000T Std. Dwg. T4500 for details.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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WILLIAM
KITTLESEN & ASSOCIATES, INC.
1000 NE 10TH AVE
SUITE 100
PORTLAND, OR 97232
(503) 255-1234

KITTLESEN & ASSOCIATES, INC.
1000 NE 10TH AVE
SUITE 100
PORTLAND, OR 97232
(503) 255-1234

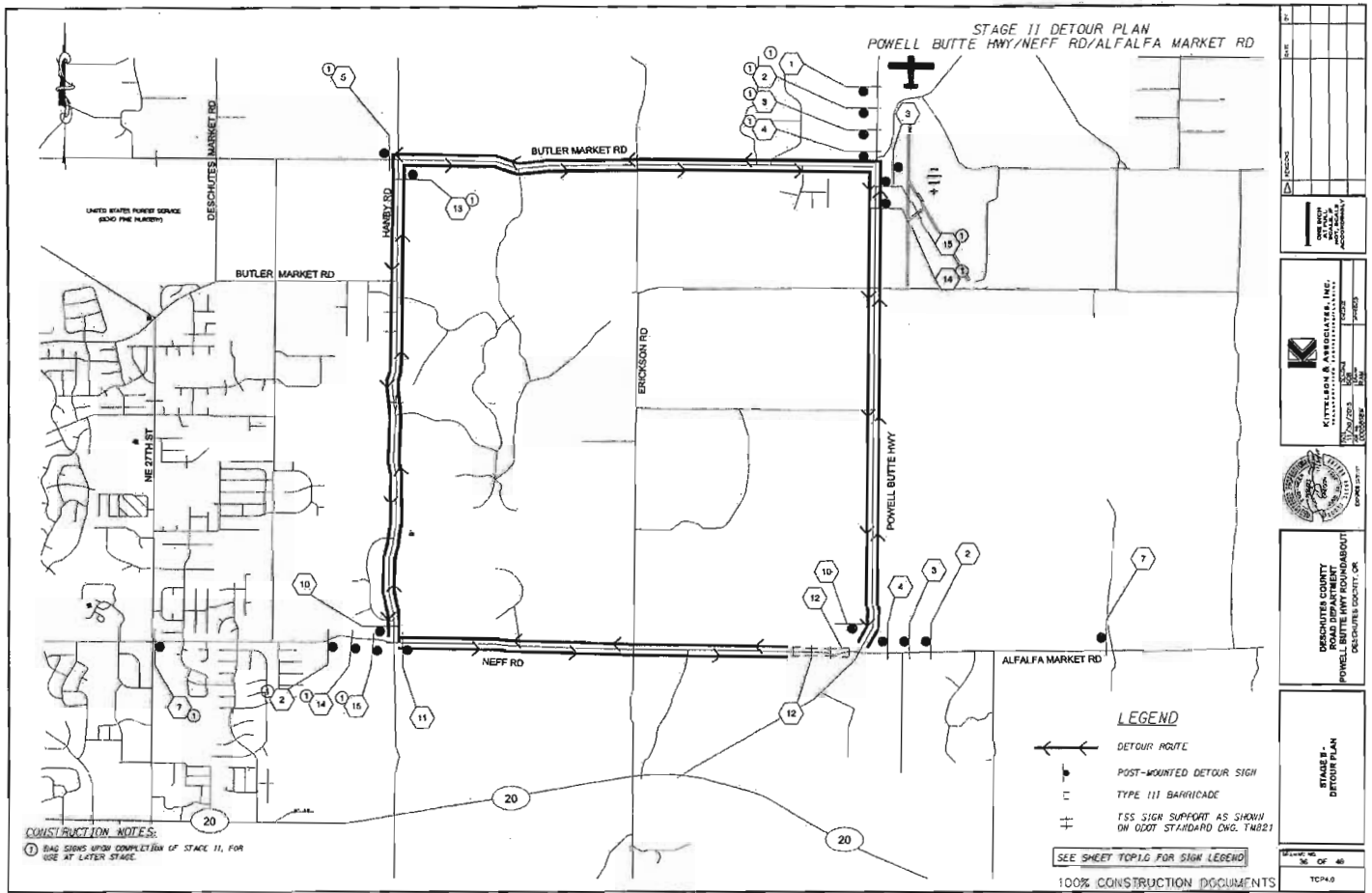


DECATUR COUNTY
POWELL BUTTE HWY ROUNDABOUT
DECATUR COUNTY, GA

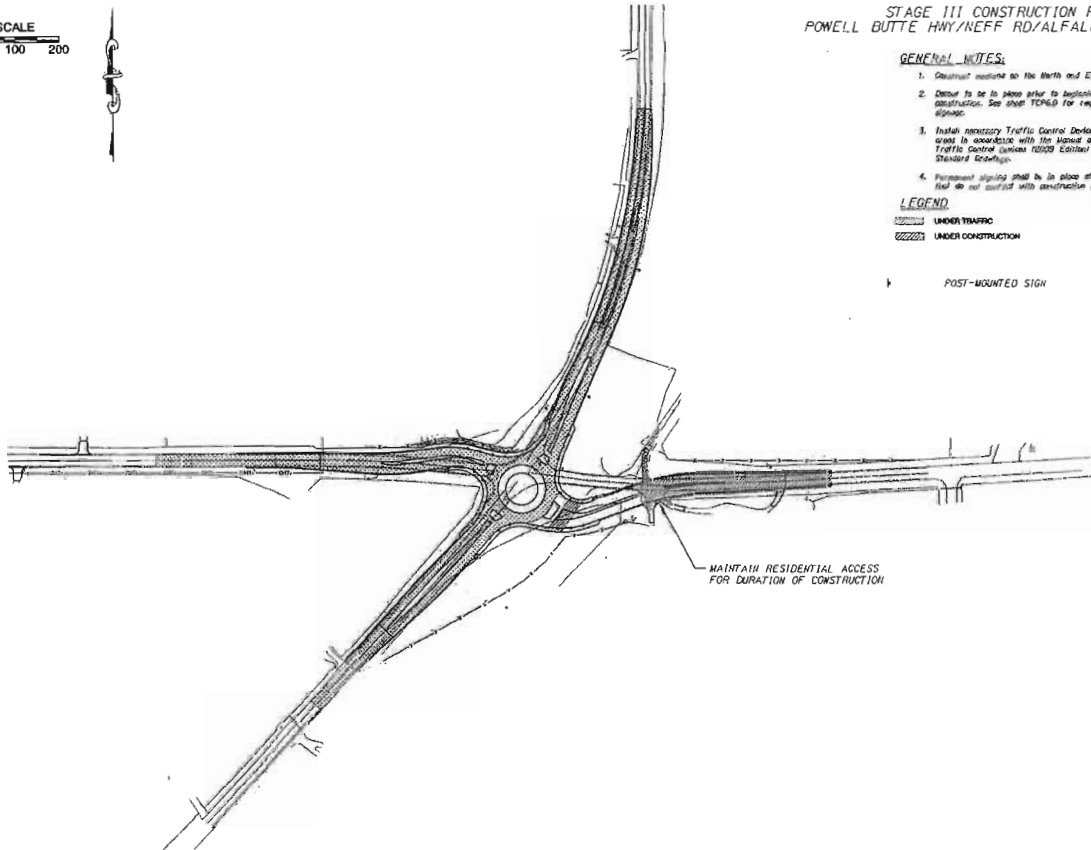
STAGE I
CONSTRUCTION PLAN

DATE: 10/24/01
BY: J. D. A.
TOP: 2

100% CONSTRUCTION DOCUMENTS



SCALE
0 100 200



STAGE III CONSTRUCTION PLAN POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD

GENERAL NOTES:

1. Construct median to the North and East legs.
2. Detour to be in place prior to beginning Stage III construction. See sheet TCM6.0 for required detour signs.
3. Install temporary Traffic Control Devices in work areas in accordance with the Manual on Uniform Traffic Control Devices 1988 Edition and Oregon Standard Drawings.
4. Permanent signing shall be in place at all locations that do not conflict with construction signing.

LEGEND

- UNDER TRAFFIC
- UNDER CONSTRUCTION

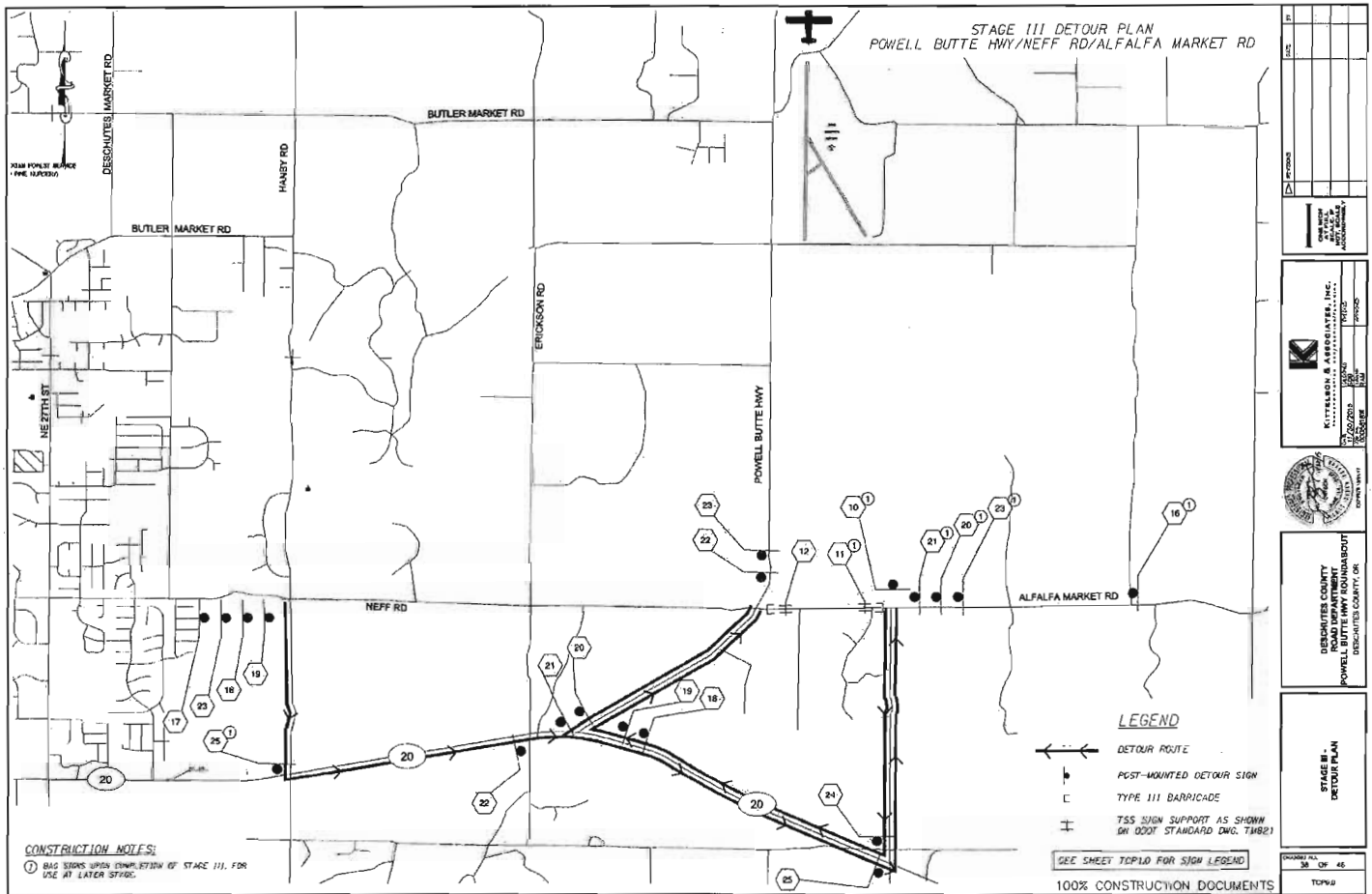
POST-MOUNTED SIGN

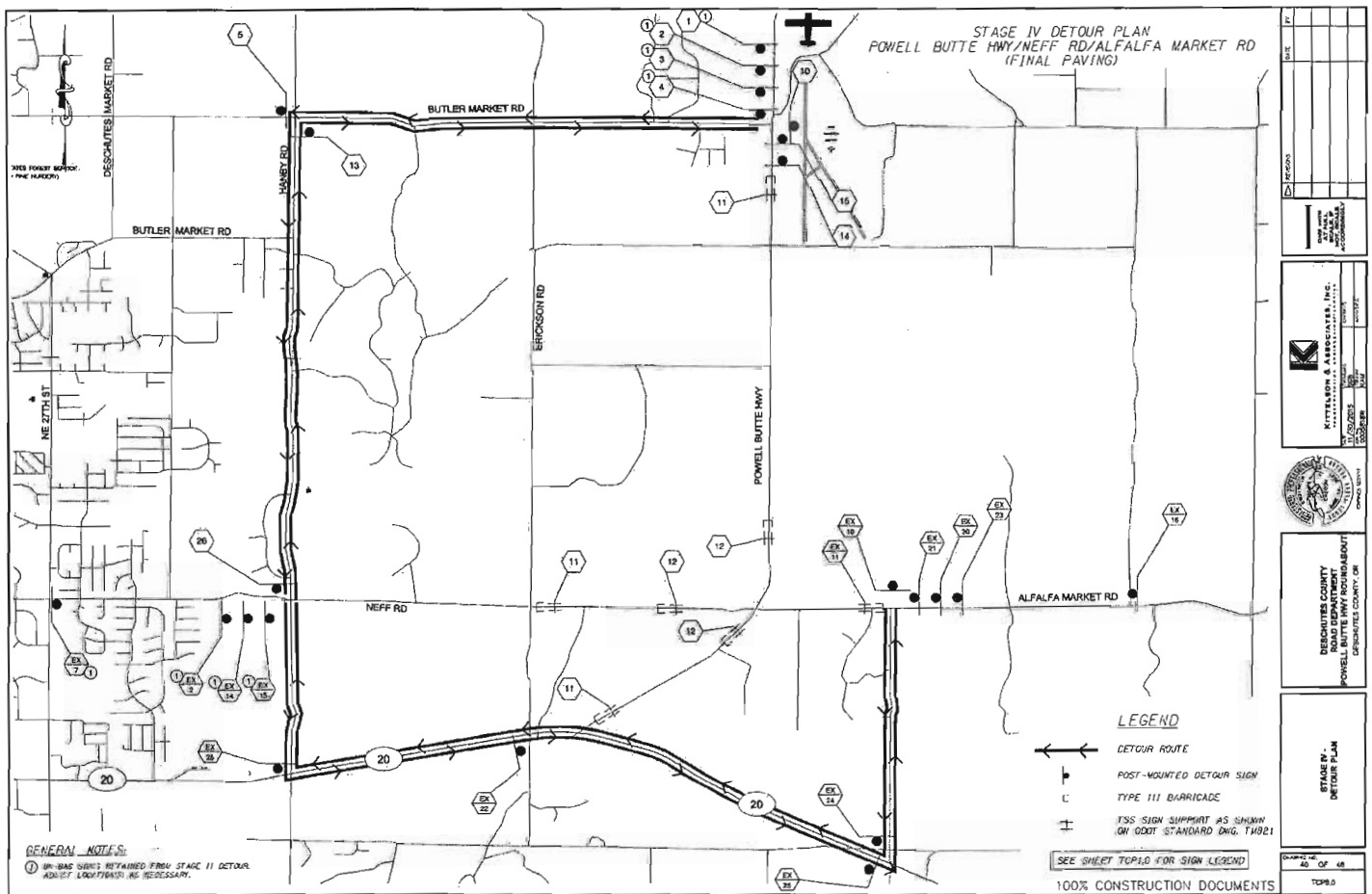
GENERAL NOTES:

- ① REMOVE SIGNS 28, 30, 31, 32, and 33 UPON COMPLETION OF STAGE II.

100% CONSTRUCTION DOCUMENTS

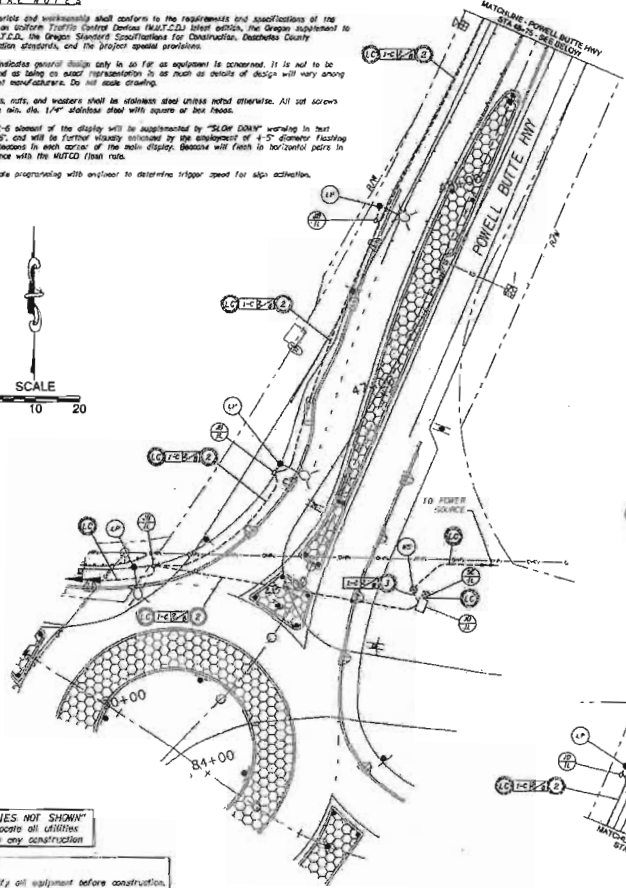
DATE	
BY	
CHECKED	
APPROVED	
<p>KUTTER & ASSOCIATES, INC. TRANSPORTATION ENGINEERS/ARCHITECTS 1100 N. 25th St. PO BOX 2253 TULSA, OK 74102-0253 918/485-1100</p>	
<p>DESCHUTES COUNTY ROAD DEPARTMENT POWELL BUTTE ROAD PROJECT DESCHUTES COUNTY, OR</p>	
<p>STAGE III - CONSTRUCTION PLAN</p>	
SHEET NO.	37 OF 40
TCM6.0	





GENERAL NOTES

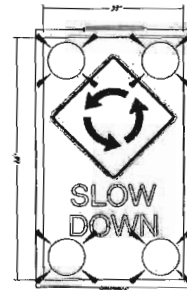
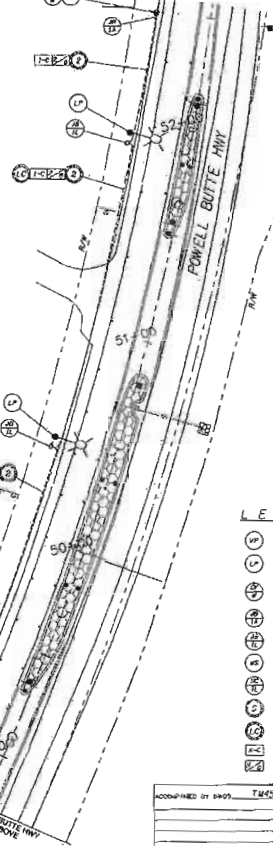
1. All materials and workmanship shall conform to the requirements and specifications of the Manual on Uniform Traffic Control Devices (MUTCD) latest edition, the Oregon Supplement to the MUTCD, the Oregon Standard Specifications for Construction, Deschutes County construction standards, and the project special provisions.
2. Detail indicates general location only in so far as equipment is concerned. It is not to be construed as being an exact representation in as much as details of design will vary among different manufacturers. Do not scale drawing.
3. All bolts, nuts, and washers shall be stainless steel unless noted otherwise. All set screws shall be min. dia. 1/4" stainless steel with square or hex heads.
4. The W-6 symbol of the display will be supplemented by "SLOW DOWN" warning in best height 6" and will be further visually enhanced by the employment of 4" x 2" diameter flashing amber beacons in each corner of the main display. Beacons will flash in horizontal pairs in accordance with the MUTCD flash rate.
5. Coordinate programming with engineer to determine trigger speed for sign activation.



"UTILITIES NOT SHOWN"
Field locate all utilities
prior to any construction

NOTES:
Field verify all equipment before construction.

DYNAMIC FEEDBACK WARNING SIGN PLAN POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD



FRONT VIEW

LEGEND

- (1) 1200/240 volt, single phase metered service.
- (2) Service cabinet (see Illumination Plan)
- (3) Install (5-240) inch electrical grade steel 40 psi conduit.
- (4) Distribution conduit (see Illumination Plan)
- (5) Install (4-wire) No. 8 AWG THWN (SIS) system conductors
- (6) Install (4-wire) No. 8 AWG THWN (SIS) system conductors
- (7) Install (5-240) inch electrical grade steel 40 psi conduit.
- (8) Distribution conduit (see Illumination Plan)
- (9) Install (4-wire) No. 8 AWG THWN (SIS) system conductors
- (10) Install (4-wire) No. 8 AWG THWN (SIS) system conductors

ACCUMULATED BY: T-457, R. T-457

100% CONSTRUCTION DOCUMENTS

DATE	
BY	
CHECKED	
APPROVED	
DESCHUTES COUNTY PLANNING AND DEVELOPMENT POWELL BUTTE HWY/NEFF RD/ALFALFA MARKET RD DESCHUTES COUNTY, OR	
DYNAMIC FEEDBACK WARNING SIGN PLAN	
DRAWING NO.	41 OF 48
ED:R	

4. COORDINATE PROTECTION OF EXISTING VEGETATION WITH ENGINEER PRIOR TO CONSTRUCTION.
5. SEE SPECIFICATIONS FOR LANDSCAPE WORK RECOMMENDATIONS.
6. ALL DISTURBED AREAS (SHOWN OR NOT SHOWN) TO BE SEEDDED WITH PERMANENT SOIL MIX WITH DET. SEE PLANS AND SPECIFICATIONS.
7. SEE SHEET L-13 FOR PLANTING DETAILS.
8. SEE SHEET L-13 FOR PLANT MATERIALS SCHEDULE.
9. PROVIDE AND PLACE PLANTING SOIL INTO BODIES FOR TREE AND SHRUB PLANTING. PROVIDE PLANTING SOIL THROUGHOUT WITH NUTRIENT RICH, PEAT TO BE PLANTED UNTO BODIES SHALL BE AVAILABLE.
10. ENSURE THAT TREES ARE PLANTED UNTO "CLEAR ZONE" BACKSTOP WITH ENGINEER PRIOR TO PLANTING.
11. ADJUST PLANT LOCATIONS TO AVOID CONFLICT WITH TRAFFIC SIGNS, LIGHTS, OR OTHER OBSTACLES.
12. SEE "AMERICAN STANDARD FOR HARDINESS ZONE" FOR PLANT QUALITY UNIFORM STANDARDS SUCH AS SIZE OF ROOT BALL AND CALIPER OF TRUNK.
13. ALL PLANTING INSTALLATION SHALL BE IN ACCORDANCE WITH LOCAL REGULATIONS.

- 1 PLANT FOLLOWING 10 FT. HEIGHT EVERYWHERE
THICK WHERE SHOWN
AMORPHOCECE - 12
- 2 PLANT THE FOLLOWING 12 FT. HEIGHT EVERYWHERE
THICK WHERE SHOWN
AMORPHOCECE - 14
- 3 PLANT THE FOLLOWING 10 FT. CONT. SHOWN WHERE
SHOWN
CHRYSOCLADIA VISCIDULOSA - 79
- 4 PLANT THE FOLLOWING 10 FT. CONT. SHOWN WHERE
SHOWN
ARTERISARIA AMERISULA - 42
- 5 SEED FLY 10 FT. PERMANENT AREAS WITH
PERMANENT SEEDING MAX
PERMANENT SEEDING MAX - 7.5155 OF
- 6 SEED AND WILLOW WITH PERMANENT SEED MAX 10
WHERE SHOWN
PERMANENT SEEDING MAX - 10.174 5 FT.
- 7 PROMISE AND FLARE LANDSCAPE BOWLERS WHERE
SHOWN AND 55 VOTED
- 8 PROMISE AND FLARE 100% IN THICK AND THIN
BOWLER MAX. SEE MATERIALS TABLE THIS SHEET
- 9 PROMISE AND FLARE SOIL CONDITIONER IN THIN AND
THIN BOWLER MAX. SEE MATERIALS TABLE THIS SHEET

NOTE	PLANTING SOIL (CU. YDS.)	SOIL CONDITIONER (CU. YDS.)
①	6.74	1.54
②	31.36	7.64
③	24	6
④	12.8	3.2
TOTAL	74.3	18.58

SYMBOLS TO BE REMOVED	RIGHT OF WAY
	EXISTING TREES TO REMAIN
	EXISTING TREES TO BE REMOVED
	GRAVEL SHOULDER SEE ROADWAY PLANS
	BOULEVARDS = 3'-4" DIA.

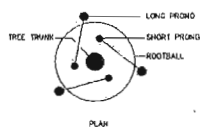
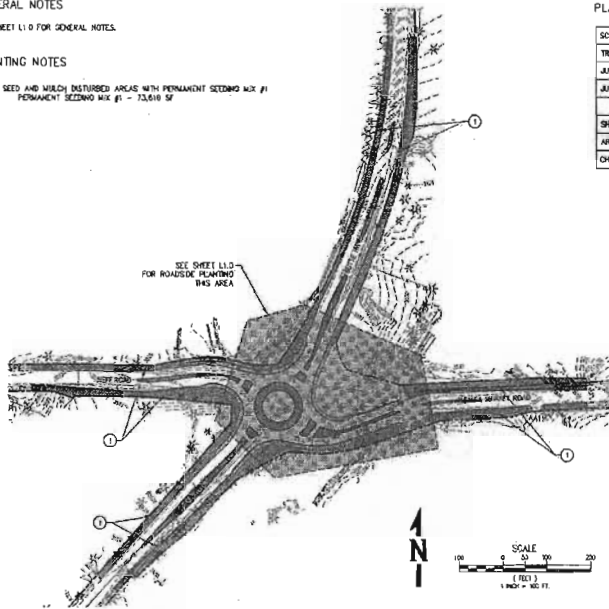
[illegible]

GENERAL NOTES

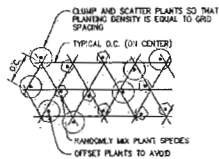
SEE SHEET L1.0 FOR GENERAL NOTES.

PLANTING NOTES

- 1 SEED AND MULCH DISTURBED AREAS WITH PERMANENT SEEDING MIX #1
PERMANENT SEEDING MIX #1 - 15,000 SF



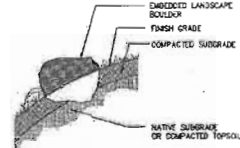
TREE STAPLES
SCALE: 1/4" = 1'-0"



RANDOM SHRUB/GRASS/COVER PLANTING PATTERN
SCALE: 1/4" = 1'-0"



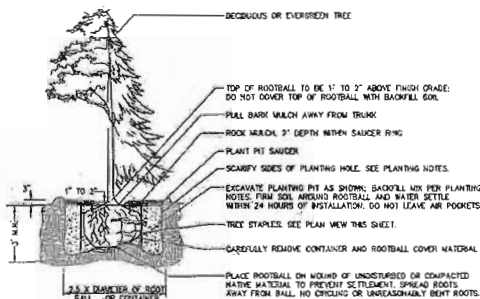
SHRUB DRIFT PATTERN
SCALE: 1/4" = 1'-0"



BOULDER EMBEDMENT DETAIL
SCALE: 1/4" = 1'-0"

PLANT MATERIALS SCHEDULE

SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT TYPE	A.S.N.S.	SPACING	PLANT DESCRIPTION	TOTAL
TREES							
JUNIPERUS OCCIDENTALIS	WESTERN JUNIPER	6"	B & B	4.5.2 TYPE 4	AS SHOWN	8' HT. STRAIGHT	12
JUNIPERUS OCCIDENTALIS	WESTERN JUNIPER	12"	B & B	4.5.2 TYPE 4	AS SHOWN	12' HT. STRAIGHT	14
SHRUBS							
ARTEMESIA ARBUSCULA	LITTLE SAGEBRUSH	#1 CONT.	CONT.	5.4.2 TYPE 1	AS SHOWN	FULL IN CONT.	79
CHRYSOBRANMUS VISCIDIFLORUS	YELLOW RABBITEUSH	#1 CONT.	CONT.	5.3.2 TYPE 1	AS SHOWN	FULL IN CONT.	42

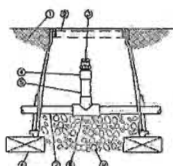


TREE PLANTING
SCALE: 1/4" = 1'-0"

Parametrix
2400 N. 19TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.PARAMETRIX.COM

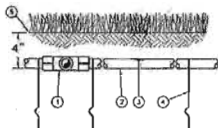
REGISTERED
LANDSCAPE ARCHITECT
STATE OF COLORADO
NO. 10000
EXPIRATION DATE 12/31/2024

DESIGNED BY
OF
L1.1



XFS SUB-SURFACE DRIPLINE - 1/2" AIR RELIEF VALVE DETAIL

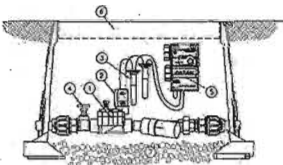
1. FINISH GRADE
2. SUBSURFACE EMITTER NO. 1
3. 1/2" AIR RELIEF VALVE
4. 1/2" AIR RELIEF VALVE
5. 1/2" AIR RELIEF VALVE
6. 1/2" AIR RELIEF VALVE
7. 1/2" AIR RELIEF VALVE
8. 1/2" AIR RELIEF VALVE
9. 1/2" AIR RELIEF VALVE
10. 1/2" AIR RELIEF VALVE



XFS SUB-SURFACE DRIPLINE BURIAL DETAIL

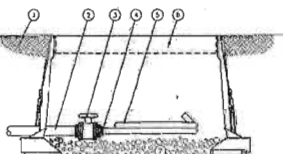
1. 1/2" AIR RELIEF VALVE
2. SUBSURFACE EMITTER NO. 1
3. 1/2" AIR RELIEF VALVE
4. 1/2" AIR RELIEF VALVE
5. 1/2" AIR RELIEF VALVE
6. 1/2" AIR RELIEF VALVE
7. 1/2" AIR RELIEF VALVE
8. 1/2" AIR RELIEF VALVE
9. 1/2" AIR RELIEF VALVE
10. 1/2" AIR RELIEF VALVE

NOTE: 1. AT INTERSECTIONS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TURNS OR ELONGS, USE THE FOLLOWING TRENCH ON EACH END OF THE CHANGE OF DIRECTION.



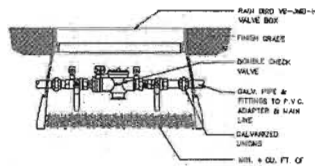
DRIPLINE CONTROL VALVE MANIFOLD AND TBOS-II CONTROL DETAIL

1. 1/2" AIR RELIEF VALVE
2. SUBSURFACE EMITTER NO. 1
3. 1/2" AIR RELIEF VALVE
4. 1/2" AIR RELIEF VALVE
5. 1/2" AIR RELIEF VALVE
6. 1/2" AIR RELIEF VALVE
7. 1/2" AIR RELIEF VALVE
8. 1/2" AIR RELIEF VALVE
9. 1/2" AIR RELIEF VALVE
10. 1/2" AIR RELIEF VALVE



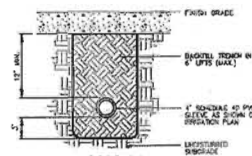
XFS SUB-SURFACE DRIPLINE - FLUSH POINT DETAIL

1. FINISH GRADE
2. 1/2" AIR RELIEF VALVE
3. 1/2" AIR RELIEF VALVE
4. 1/2" AIR RELIEF VALVE
5. 1/2" AIR RELIEF VALVE
6. 1/2" AIR RELIEF VALVE
7. 1/2" AIR RELIEF VALVE
8. 1/2" AIR RELIEF VALVE
9. 1/2" AIR RELIEF VALVE
10. 1/2" AIR RELIEF VALVE



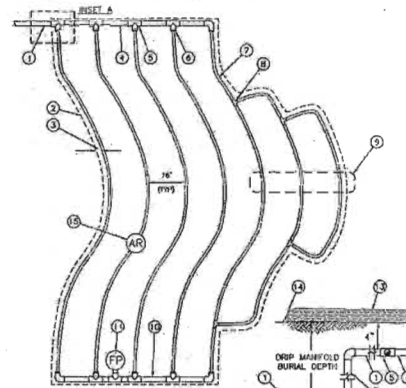
DOUBLE CHECK VALVE DETAIL

1. FINISH GRADE
2. SUBSURFACE EMITTER NO. 1
3. 1/2" AIR RELIEF VALVE
4. 1/2" AIR RELIEF VALVE
5. 1/2" AIR RELIEF VALVE
6. 1/2" AIR RELIEF VALVE
7. 1/2" AIR RELIEF VALVE
8. 1/2" AIR RELIEF VALVE
9. 1/2" AIR RELIEF VALVE
10. 1/2" AIR RELIEF VALVE



TRENCHING AND BACKFILL DETAIL

1. PVC SUPPLY PIPE FROM MAIN (END CONTROL, TANK KIT (SIZED TO MEET LATERAL FLOW DEMAND))
2. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
3. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
4. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
5. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
6. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
7. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
8. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
9. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS
10. PERMEABILITY OF APPROX. DRIPLINE ZONE LIMITS



1. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM LENGTH SHOWN IN THE ACCOMPANYING TABLE.
2. AIR RELIEF VALVE TO BE INSTALLED AT HIGH POINT OF AREA.
3. WHEN LATERAL 1/2" AIR RELIEF VALVE IS USED, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

XFS SUB-SURFACE DRIPLINE - GENERAL 'ODD CURVES' DRIPLINE LAYOUT DETAIL: INSTALL SUB SURFACE DRIPLINE WITHIN APPROXIMATE IRRIGATION ZONE LIMITS AS SHOWN ON IRRIGATION PLAN. REFERENCE PLANTING DESIGN FOR TREE / SHRUB LAYOUT.

1/2" Spacing	18" Spacing	24" Spacing
15	275	300
20	315	340
25	355	380
30	395	420
35	435	460
40	475	500
45	515	540
50	555	580
55	595	620
60	635	660
65	675	700
70	715	740
75	755	780
80	795	820
85	835	860
90	875	900
95	915	940
100	955	980

IR1.1

DESIGNER: [Name]

CHECKED: [Name]

DATE: [Date]

PROJECT: [Project Name]

LOCATION: [Location]

SCALE: [Scale]

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/00
2	REVISED PER PERMIT COMMENTS	10/15/00

REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA

NO. [License Number]

EXPIRATION DATE: [Date]

DESIGNER'S COUNTY: [County]

DESIGNER'S COUNTY OF: [County]

IR1.1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That JAL Construction, Inc.
_____, hereinafter called the
Principal, and The Ohio Casualty Insurance Company
_____, a corporation duly organized under the laws of the State of New Hampshire
_____, having its principal place of business at Keene
_____, in the State of New Hampshire
and authorized to do business in the State of Oregon, as Surety, are held and firmly
bound unto the Deschutes County Road Department

hereinafter called the Obligor, in the penal sum of Ten Percent of Total Amount Bid ***

DOLLARS (\$ 10% ***),

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

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his or its bid
proposal for the Construction of the Powell Butte Highway Roundabout 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 19th day of January, 2016.

SURETY:

The Ohio Casualty Insurance Company
Name

By: Vicki Mather

Title: Vicki Mather, Attorney-in-Fact

CONTRACTOR:

JAL Construction, Inc.
Name

By: [Signature]

Title: PRES.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7056316

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brent Olson; Christopher A. Reburn; Gene M. Dietzman; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; John D. Klump; Karen A. Pierce; Philip O. Forker; Ray M. Paiement; Richard W. Kowalski; Tami Jones; Vicki Mather

all of the city of Portland state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of July, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of July, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

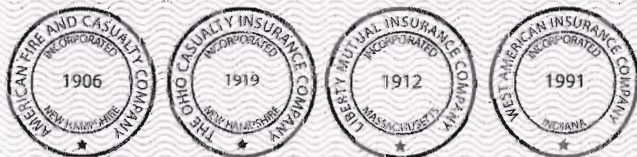
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **THE CONSTRUCTION OF THE POWELL BUTTE HIGHWAY ROUNDABOUT**

Bid #: N/A

Bid Closing: January 19, 2016

Time: 2:00 p.m.

Name of Bidding Contractor: JAL Construction, Inc.

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

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

<u>NAME</u>	<u>DOLLAR VALUE</u>	<u>CATEGORY OF WORK</u>
1) <u>ROGER LAUGLIERS</u> <u>CONSTRUCTION Co.</u>	<u>\$ 172,649.17</u>	<u>CURB/CONCRETE SURFACING</u>
2) <u>AAXEN CORPORATION</u>	<u>\$ 117,621.00</u>	<u>ELECTRICAL</u>
3) <u>7 PEAKS PAVING</u>	<u>\$ 301,236.80</u>	<u>AC PAVING</u>
4) _____	<u>\$ _____</u>	_____
5) _____	<u>\$ _____</u>	_____
6) _____	<u>\$ _____</u>	_____
7) _____	<u>\$ _____</u>	_____
8) _____	<u>\$ _____</u>	_____

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): JAL Construction, Inc.

Contact name: JW Levesque Phone number: 541-389-1236