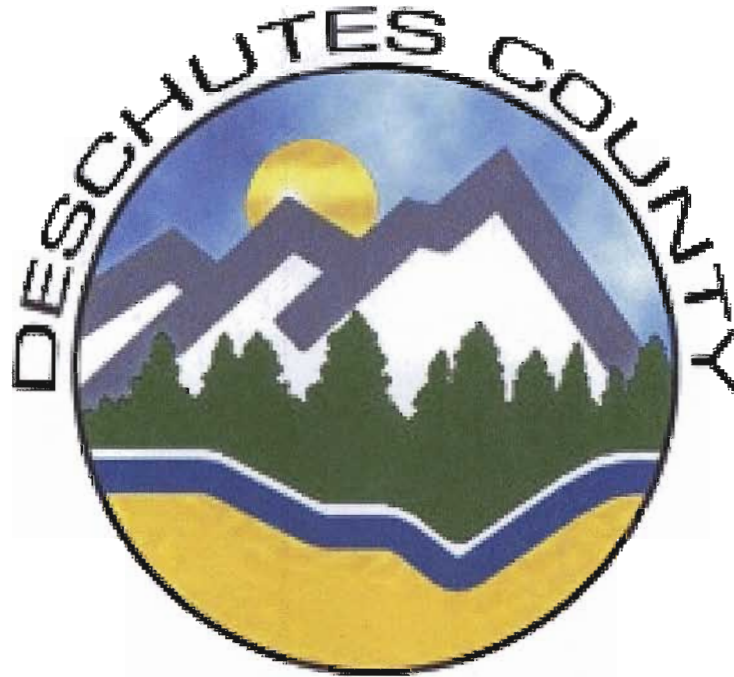


DESCHUTES COUNTY



BID DOCUMENTS FOR THE OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE

PRE-BID MEETING:	March 9, 2017	10:00 A.M.
BID OPENING:	March 14, 2017	2:00 P.M.
COMPLETION DATE:	June 19, 2017	

DESCHUTES COUNTY, OREGON

**CONTRACT DOCUMENTS FOR
THE OVERLAY OF
NW 43RD STREET AND
NW CHINOOK DRIVE**

Consisting of:

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PRE-BID MEETING

FOR THE OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE

There will be a **Pre-Bid meeting** at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon on **Thursday, March 9, 2017 at 10:00 a.m.**

Questions concerning the Overlay of the NW 43rd Street and NW Chinook Drive overlay project will be discussed at this time to clarify the proposed work to be done.

**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
FOR THE OVERLAY OF NW 43RD STREET AND
NW CHINOOK DRIVE**

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 March 14, 2017 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 March 14, 2017 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT" "THE OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE" prior to 4:00 p.m. on March 14, 2017 at the above location.

The proposed work consists of the following:

- 1) Grind/inlay/overlay of approximately 1.8 miles of NW 43rd Street from Lower Bridge Way to NW Chinook Dr.
- 2) Grind/inlay/overlay of approximately 0.9 miles of NW Chinook Drive from NW 43rd Street to the County line
- 3) Performance of such additional and incidental work as specified in the typical sections and specifications.

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

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

Bids shall be made on the forms furnished by the County, incorporating all contract documents, including a Bid Bond or Cashiers Check for the minimum amount of 10% of the Bid Price, addressed and mailed or delivered to Chris Doty, Department Director, 61150 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "**BID FOR THE OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE**" and the name and address of the bidder.

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

Bidders shall be prequalified with the State of Oregon in accordance with ORS 279C.430 – 279C.450 and Deschutes County Code 12.52.020. The prequalification classification required for this project is "(ACP) Asphalt Concrete Paving and Oiling". 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: March 1, 2017 and March 8, 2017

THE BEND BULLETIN: March 1, 2017 and March 8, 2017

Page A

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

6. **Submission of Proposals.** All proposals must be submitted in the time and place and in the manner prescribed in the invitation to bid. Proposals must be made on the prescribed proposal forms furnished. Each proposal must be submitted in a sealed

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

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

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

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

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

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

For each subcontractor listed, Include:

The name, address and telephone number of the subcontractor:

The category of work that the subcontractor would be performing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Road Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.
22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact the Road Department Director or his representatives at (541) 388-6581 or George Kolb georgek@deschutes.org. at (541) 322-7113.
23. **Prequalification of Bidders.** Bidders shall be pre-qualified with the State of Oregon in accordance with ORS 279C.430 and Deschutes County Code 12.52.020. The prequalification class is as shown in the Invitation to Bid. This contract is subject to ORS 279C.800 to 279C.870. The prequalification classification required for this project is "(ACP) Asphalt Concrete Paving and Oiling". 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 or all overtime worked in excess of eight hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, except individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

D. Employees of Contractor providing labor shall be paid at least time and a half for all work performed on Saturday and Sunday and the following legal holidays:

- a) New Year's Day on January 1.
- b) Memorial Day on the last Monday in May.
- c) Independence Day on July 4.
- d) Labor Day on the first Monday in September.
- e) Thanksgiving Day on the fourth Thursday in November.
- f) Christmas Day on December 25.

E. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

- F. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and/or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- G. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.
- H. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126 (2)

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

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

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

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

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

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

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

- g. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- h. **LIQUIDATED DAMAGES.** It is impractical to determine the actual damages that the County would sustain in the event the project is not completed by **June 19, 2017**. Therefore, the Contractor shall pay to the County, not as a penalty, but as liquidated damages, **\$500.00** per day, or any portion thereof, for each day in which the project is not completed by such date.
- i. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

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

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

15. Hold Harmless. To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).

16. Contractor Not An Agent of County. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.

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

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

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

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

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

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

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

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

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

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

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

30. SB 675 (2015) Representation and Covenant.

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

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

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

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

SPECIAL PROVISIONS

THE OVERLAY OF
NW 43RD STREET AND
NW CHINOOK DRIVE



SPECIAL PROVISIONS
FOR THE OVERLAY OF
DODDS ROAD

WORK TO BE DONE

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

- 1) Grind/inlay/overlay of approximately 1.8 miles of NW 43rd Street from Lower Bridge Way to NW Chinook Dr.
- 2) Grind/inlay/overlay of approximately 0.9 miles of NW Chinook Drive from NW 43rd Street to the County line
- 3) Performance of such additional and incidental work as specified in the typical sections and specifications.

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

APPLICABLE STANDARD SPECIFICATIONS

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

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

SECTION 00110 – ORGANIZATION, CONVENTIONS,
ABBREVIATIONS AND DEFINITIONS

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

00110.20 Definitions:

Agency – County of Deschutes.

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

SECTION 00150 - CONTROL OF WORK

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

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

1. Information to Bidders
2. General Conditions
3. Special Provisions

4. Plans specifically applicable to the project
5. Standard or General Plans
6. Supplemental Specifications
7. Standard Specifications

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

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

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

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

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

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

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

SECTION 00165 - QUALITY OF MATERIALS

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

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

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

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

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

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

TYPE OF CONSTRUCTION	MATERIAL	TESTS	MINIMUM FREQUENCY OF SAMPLING AND TESTING	PROCEDURE	
				SAMP	TEST
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 T-168	AASHTO T-30
	A.C. in Place	Core Method Density in Place % Compaction	1 test each 1/2 mile per lift per longitudinal joint *		AASHTO T-166
		Nuclear Method Density in Place % Compaction	1 test each 1/2 mile/lift/lane. (If a failing test is encountered, a check test at immediate area is to be taken. If both tests fail, then determine failure area by additional testing).		*ODOT **See Below

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

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

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

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

00165.40 Statistical Analysis – Delete this subsection

00165.50 Statistical Acceptance Sampling and Testing – Delete this subsection

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

00180.50 Contract time to complete work - All work to be done under this contract shall be completed **ON OR BEFORE JUNE 19, 2017**.

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

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

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

SECTION 00195 - PAYMENT

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

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

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

00195.90 (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 current edition of the Oregon Standard Specifications for Construction.
3. The Mediator will have no direct involvement in the contract and will not be an employee of the Agency.

4. Compensation for the hearing official, if any, will be shared equally by the Contractor and the Agency.
5. The Mediator will hear presentations and review written documentation from the Contractor and Agency.
6. An attempt will be made at this meeting to come to an agreement between the Agency and the Contractor concerning the dispute.
7. If an agreement cannot be reached, the two parties shall proceed to Step 2.

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

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

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

00199.50 Mediation – Delete this subsection.

SECTION 00220 ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

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

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

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

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

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

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

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

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

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

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

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

00620.00 Scope – Revise this subsection to read as follows:

This work shall consist of the following:

- Grind and inlay of approximately 1.8 miles of the travel lanes on NW 43rd Street from Lower Bridge Way to NW Chinook Drive. Depth of grind/inlay will be two (2) to four (4) inches in depth. Grind will be from fog line to fog line for a total width of 24 feet. There will be no pavement removal from the shoulders.
- Grind and inlay of approximately 0.9 miles of the travel lanes on NW Chinook Drive from NW 43rd Street to the County line. Depth of grind/inlay will be two (2) to four (4) inches in depth. Grind will be from fog line to fog line for a total width of 24 feet. There will be no pavement removal from the shoulders.

00620.40(b) Depth 1 inch to 2 inches – Delete the last sentence in this subsection

00620.40(b) Depth over 2 inches – Revise this subsection to read as follows:

If the depth of the existing pavement to be removed is over two (2) inches and the section will be under traffic, schedule the work so the full width and length of the travel lanes can be removed during the same shift. Pavement removal and inlay must be scheduled so that there is no longitudinal drop-off present over a weekend. The inlay shall be scheduled to begin the day after the grinding is completed at the latest. If a longitudinal drop-off will be present over the weekend or more than two working days, a pavement wedge will be constructed per 00620.40.

00620.42 Disposal of Materials – Revise this subsection to read as follows:

Materials removed under this section are to be split between the contractor and the Deschutes County Road Department. One half (1/2) of the grindings will become the property of the Deschutes County Road Department. The materials are to be removed from the site by the contractor and deposited at a storage site located at the Negus Landfill site in the City of Redmond. Deschutes County will be responsible for stockpiling the material on-site.

00620.80 General - Revise this subsection to read as follows:

Cold plane pavement removal completed and accepted will be measured in place by the square yard (S.Y.) When the Bid Schedule shows that the depth of pavement to be removed is variable, the depth as called out is an estimate and will be considered approximate only but will not exceed four (4) inches.

00620.90 General - Revise this subsection to read as follows:

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

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

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

SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS

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

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

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

00641.10 General - Add the following to this subsection-

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

Sieve Size	1"-0	¾"-0
Passing	Percentages (by weight)	
No. 40	5 – 20	8 – 26
No. 200	0 – 12	0 – 15

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

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

Water shall be introduced in a mixing plant.

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

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

00641.20 (b) Road Mix - Delete this subsection

00641.30 Quality Control Personnel - Delete this subsection

00641.41 (b) Road Mix - Delete this subsection

00641.83 Area Basis - Revise this subsection to read as follows

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

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

<u>Pay item</u>	<u>Unit of Measurement</u>
2' Aggregate Shoulders	Square Yard

SECTION 00730 – ASPHALT TACK COAT

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

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

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

SECTION 00745 – HOT MIXED ASPHALT CONCRETE (HMAC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

00745.80 General - Revise this subsection to read as follows:

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

00745.90 General - Revise this subsection to read as follows:

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

<u>Pay Item</u>	<u>Unit of Measurement</u>
Level 3, (3/8") Dense graded ACP (PG 58-34)	Ton

ESTIMATED QUANTITY

NW 43 rd Street	6,594 Tons
NW Chinook Drive	3,214 Tons

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

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

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

PRICE REDUCTION SCHEDULE

<u>%MAXIMUM DENSITY</u> <u>(Normal Method)</u>	<u>%PAY</u>	<u>%TARGET DENSITY</u> <u>(Control Strip Method)</u>
---	-------------	---

92.0 and above	100	98.0 and above
91.5 – 91.9	95	97.5 – 97.9
91.0 – 91.4	90	97.0 – 97.4
90.5 – 90.9	85	96.5 – 96.9
90.0 – 90.4	80	96.0 – 96.4
89.5 – 89.9	70	95.5 – 95.9
89.0 – 89.4	60	95.0 – 95.4
Below 89.0	0 – 50	Below 95.0

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

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

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

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

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

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

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

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

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

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

Pavement removal is to be done at the following locations:

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

Asphalt approaches are at the following locations:

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

**BID PROPOSAL
FOR THE OVERLAY OF
NW 43RD STREET AND
NW CHINOOK DRIVE**

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

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

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

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

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

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

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

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

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

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

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

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

BID SCHEDULE

FOR THE OVERLAY OF
NW 43RD STREET AND
NW CHINOOK DRIVE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>COST</u>
10	MOBILIZATION	ALL	L.S.	\$ _____	\$ _____
20	TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	ALL	L.S.	\$ _____	\$ _____
30	FLAGGERS	400	HRS	\$ _____	\$ _____
40	PILOT CAR	100	HRS	\$ _____	\$ _____
50	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	\$ _____	\$ _____

ROAD WORK

NW 43RD STREET

60	LEVEL 3 (3/8") DENSE GRADED ACP (PG 58-34)	6594	TONS	\$ _____	\$ _____
70	ASPHALT IN TACK COAT	12	TONS	\$ _____	\$ _____
80	COLD PLANE PAVEMENT REMOVAL, 2"-4" DEPTH	25,790	S.Y.	\$ _____	\$ _____
90	2' AGGREGATE SHOULDERS	4300	S.Y.	\$ _____	\$ _____
100	EXTRA FOR ASPHALT APPROACHES	3	EACH	\$ _____	\$ _____

NW CHINOOK DRIVE

110	LEVEL 3 (3/8") DENSE GRADED ACP (PG 58-34)	3214	TONS	\$ _____	\$ _____
120	ASPHALT IN TACK COAT	6	TONS	\$ _____	\$ _____

125	COLD PLANE PAVEMENT REMOVAL, 2"-4" DEPTH	12,590 S.Y.	\$ _____	\$ _____
130	PAVEMENT REMOVAL	2 EACH		
140	2' AGGREGATE SHOULDERS	2100 S.Y.	\$ _____	\$ _____
150	PROJECT TOTAL			\$ _____

BID PRICE: (written words) _____
 _____ DOLLARS.

BID PRICE: (written words) _____
 _____ DOLLARS.

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

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

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

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

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

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set his (its) hand this _____ day of _____, 2017.

Signature of Bidder

Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2017.

Name of Corporation

By: _____

Title: _____

Attest: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____, hereinafter called the

Principal, and _____,

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

_____, having its principal place of business at _____

_____, in the State of _____,

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

bound unto the _____

hereinafter called the 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 overlay of NW 43rd Street and NW Chinook Drive 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 _____, 2017.

SURETY:

CONTRACTOR:

Name _____

Name _____

By: _____

By: _____

Title: _____

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name: FOR THE OVERLAY OF NW 43RD STREET AND
NW CHINOOK DRIVE**

Bid #: N/A **Bid Closing:** *Date:* March 14, 2017 *Time:* 2:00 p.m.

Name of Bidding Contractor: _____

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

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

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

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

Form submitted by (bidder name): _____

Contact name: _____ **Phone number:** _____

C O N T R A C T

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

FOR THE OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE

W I T N E S S E T H:

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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

TAMMY BANEY, CHAIR

ANTHONY DEBONE, VICE CHAIR

PHILLIP G. HENDERSON, COMMISSIONER

ATTEST:

RECORDING SECRETARY

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED:

CHRIS DOTY
Road Department Director

APPROVED AS TO FORM:

LEGAL COUNSEL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2017.
(No.)

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Principal)

BY _____

(Address)

AGENT OF RECORD TELEPHONE

BY _____
Attorney-in-Fact

(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 _____ 2017, 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 _____, 2017.

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 OVERLAY OF NW 43RD STREET AND NW CHINOOK DRIVE

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. THIS COVERAGE IS REQUIRED.

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)

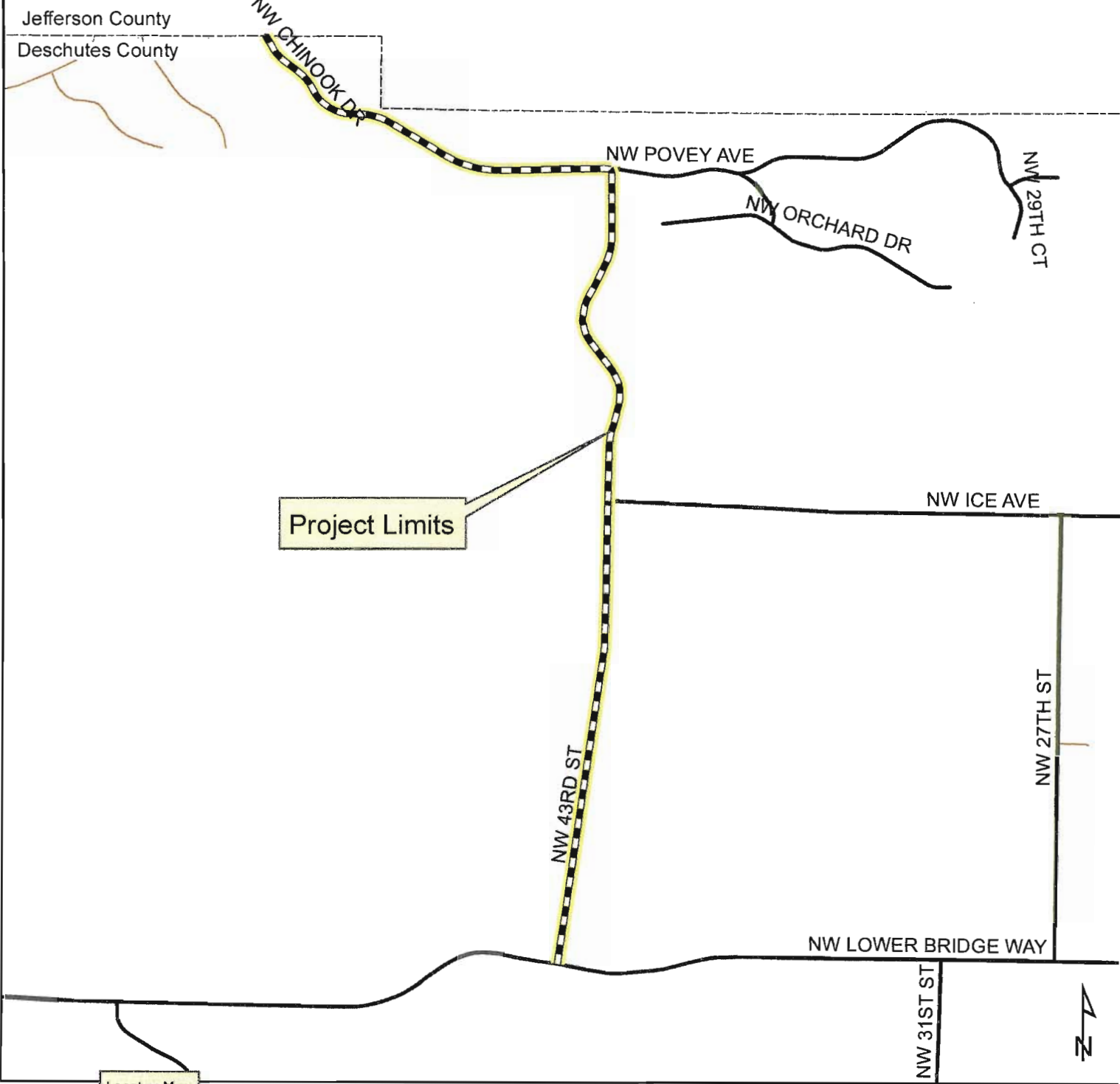
Additional Requirements. An insurance company admitted to do business in Oregon and rated B+ or better by Best's Insurance Rating must provide insurance policies. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all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

APPENDIX “A”

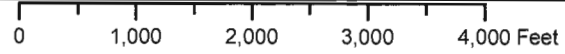
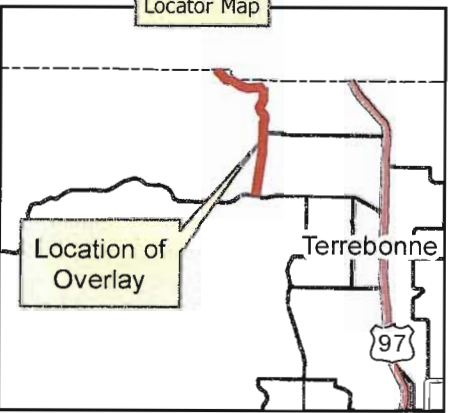
PROJECT LOCATION

Overlays- NW 43rd St and NW Chinook Dr



Project Limits

Locator Map



Printed: January 17, 2017

- Key**
- Roads to Overlay
 - County Routes
 - City Limits
 - Road Centerlines
 - State Highway
 - County Boundary

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

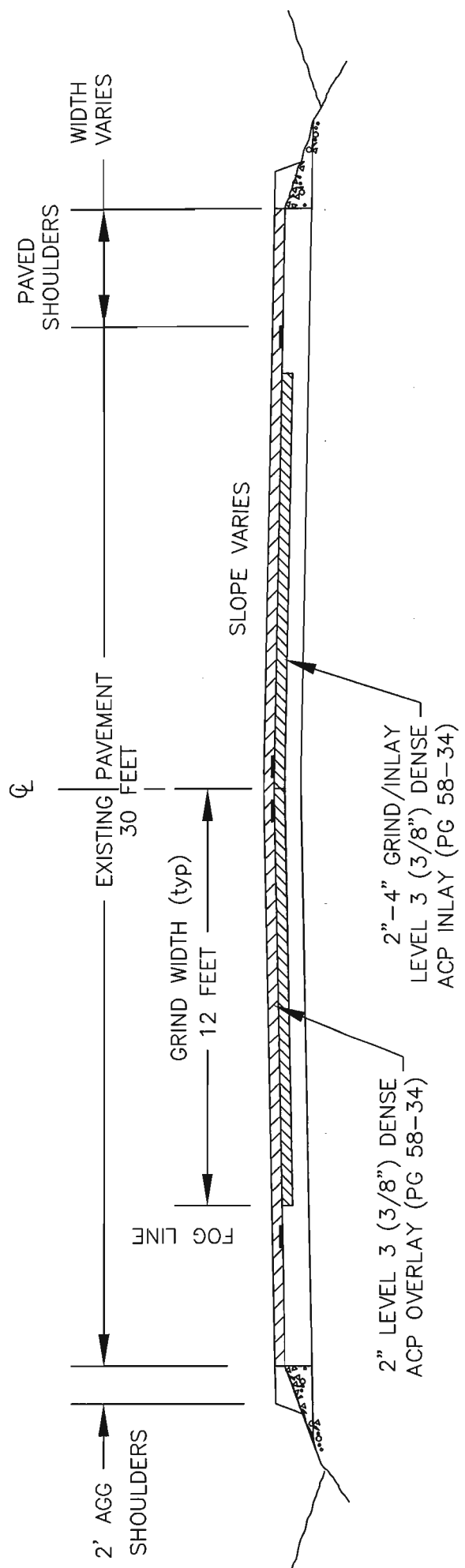


**Road Department
GIS DIVISION**

61150 SE 27th St, Bend, OR 97702
 O:(541)322-7123 F:(541)383-2719
 rachel.pinkston@deschutes.org

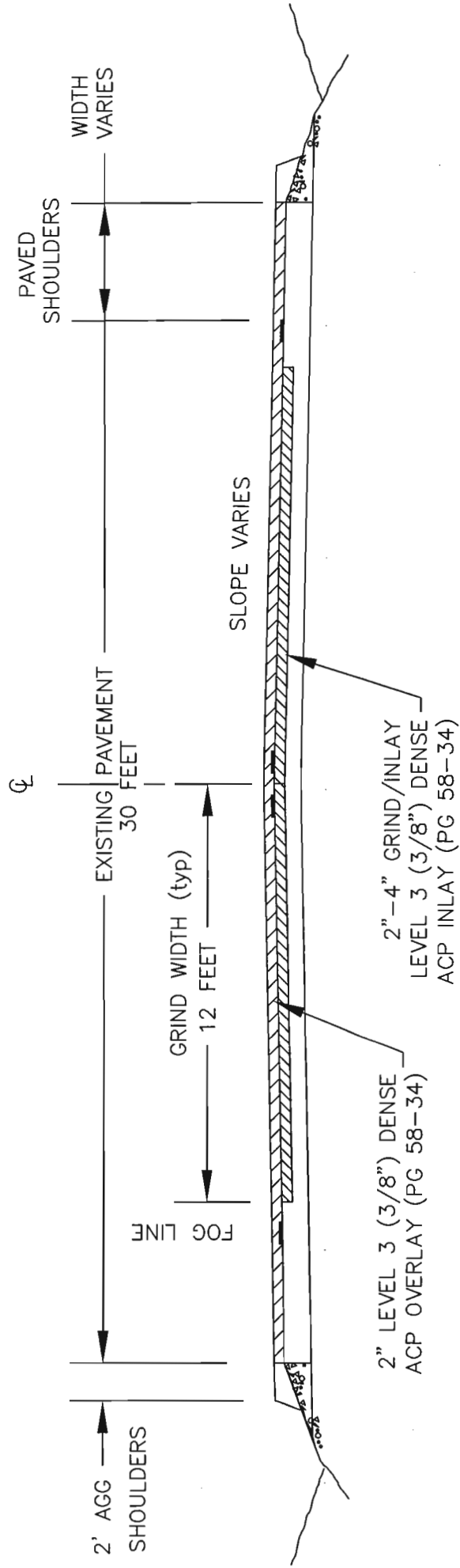
APPENDIX "B"

TYPICAL SECTION



NW 43RD STREET

LOWER BRIDGE WAY TO NW CHINOOK DRIVE

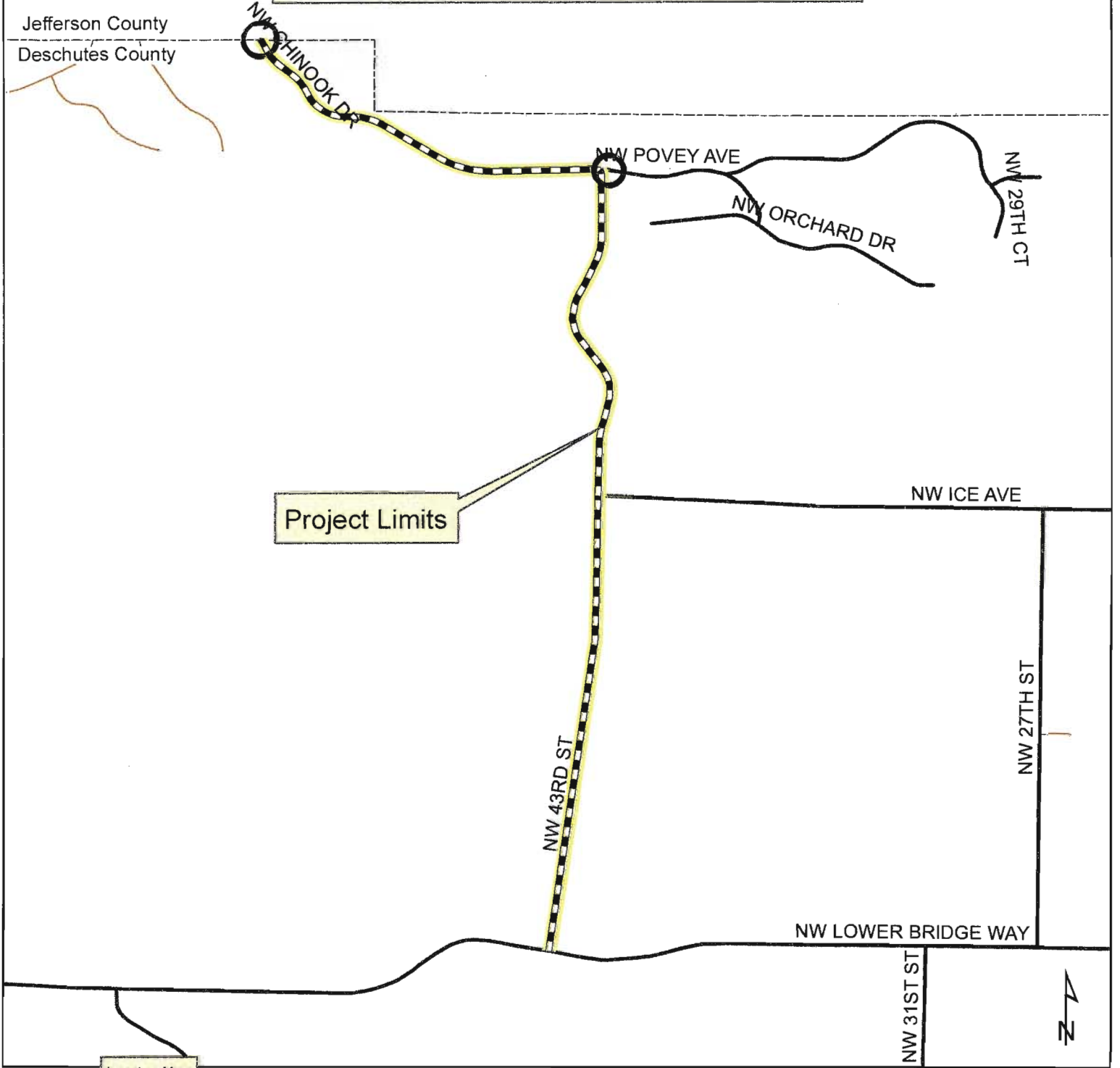


NW CHINOOK DRIVE
 NW 43RD STREET TO COUNTY LINE

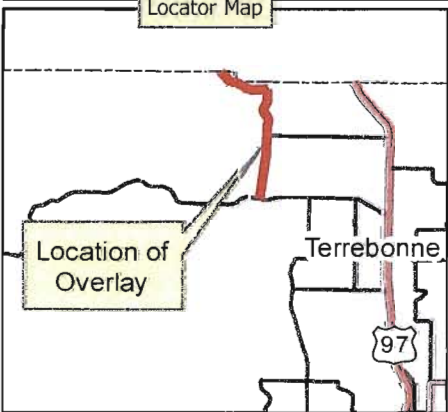
APPENDIX "C"

STANDARD DRAWINGS

NW 43rd St and NW Chinook Dr Overlays- Pavement Removal Locations



Locator Map



0 1,000 2,000 3,000 4,000 Feet

Printed: January 17, 2017

- Key**
- Roads to Overlay
 - County Routes
 - State Highway
 - City Limits
 - County Boundary
 - Road Centerlines

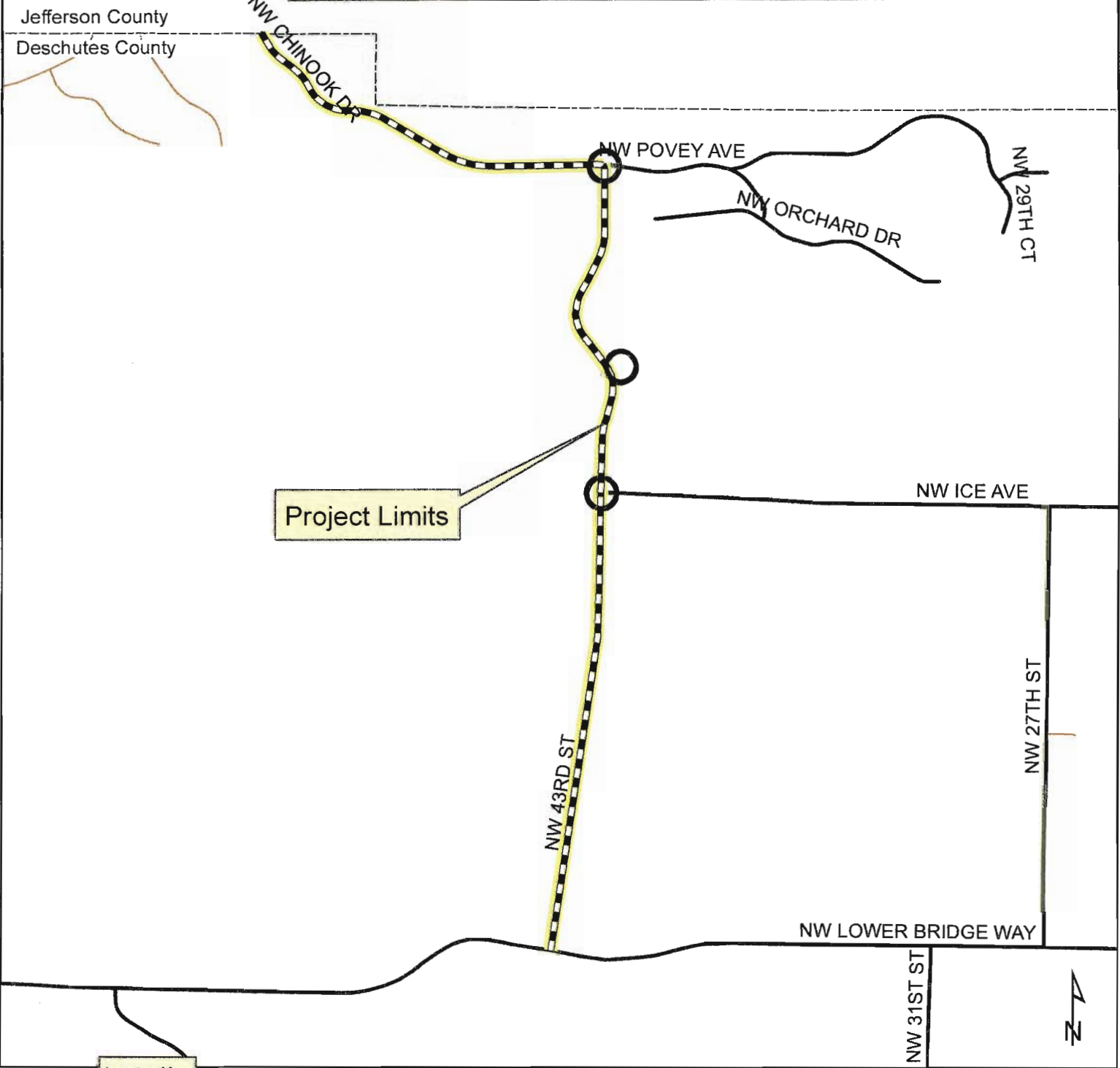
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Road Department
GIS DIVISION

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rachel.pinkston@deschutes.org

NW 43rd St and NW Chinook Dr Overlays- Asphalt Approach Locations



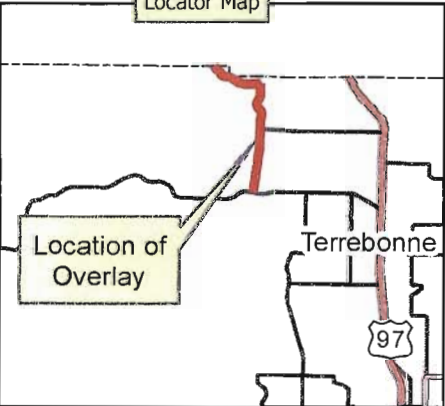
Project Limits

Locator Map

0 1,000 2,000 3,000 4,000 Feet

Printed: January 17, 2017

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

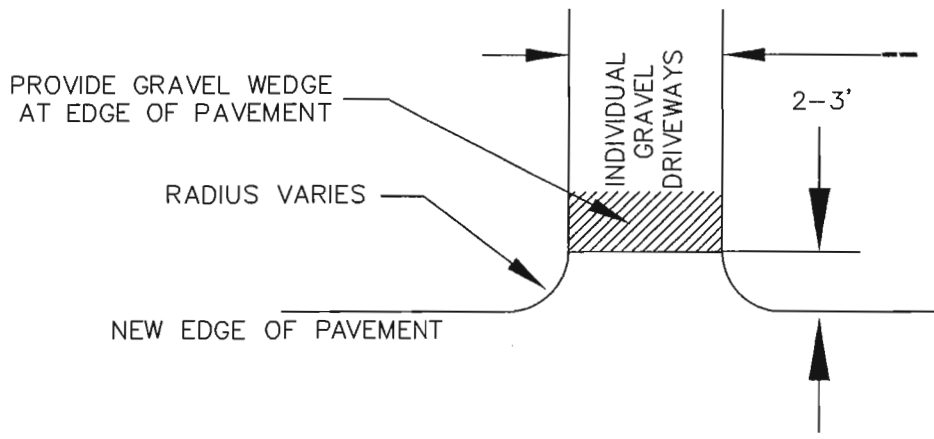


- Key**
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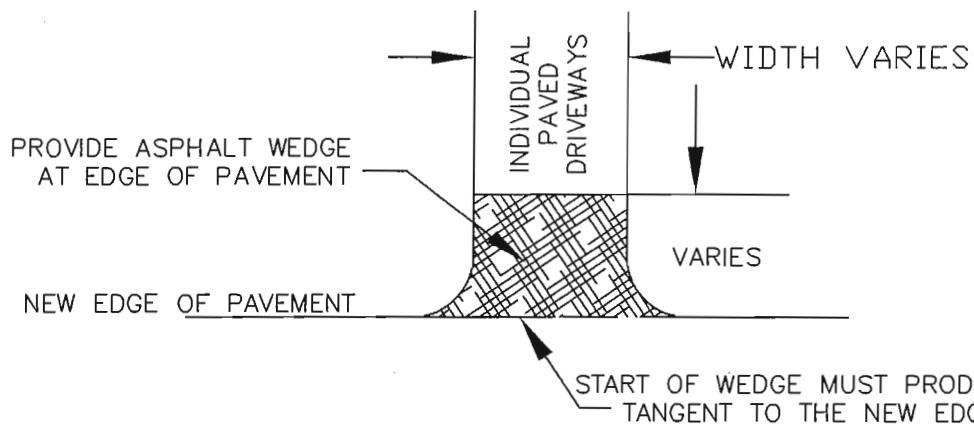


Road Department
GIS DIVISION

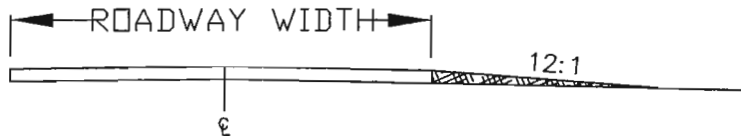
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GRAVEL DRIVEWAY DETAIL



SIDE PROFILE:



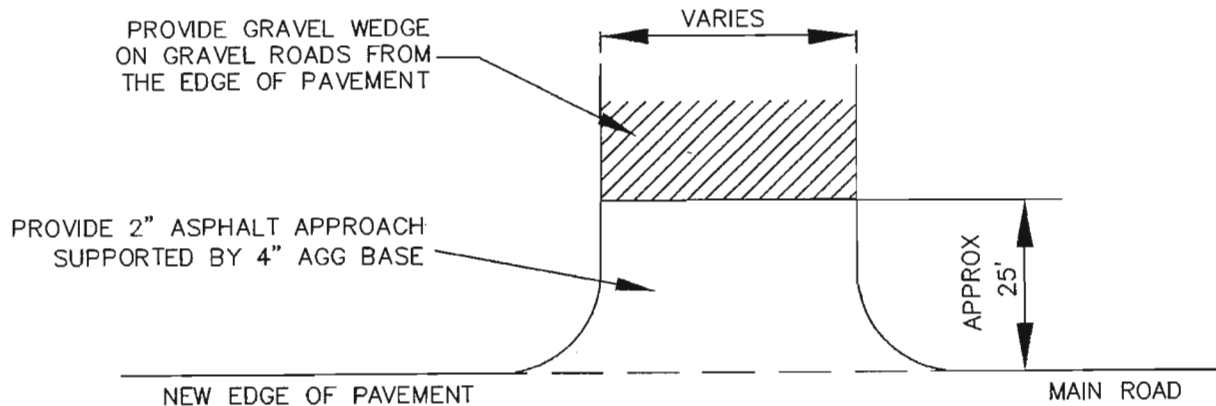
USE HMAC FROM AN APRON TO PRODUCE A 12:1 WEDGE BY RAKING. EXTRA WORK AND ASPHALT MAY BE REQUIRED ON STEEP DRIVEWAYS

ASPHALT DRIVEWAY DETAIL

N.T.S.

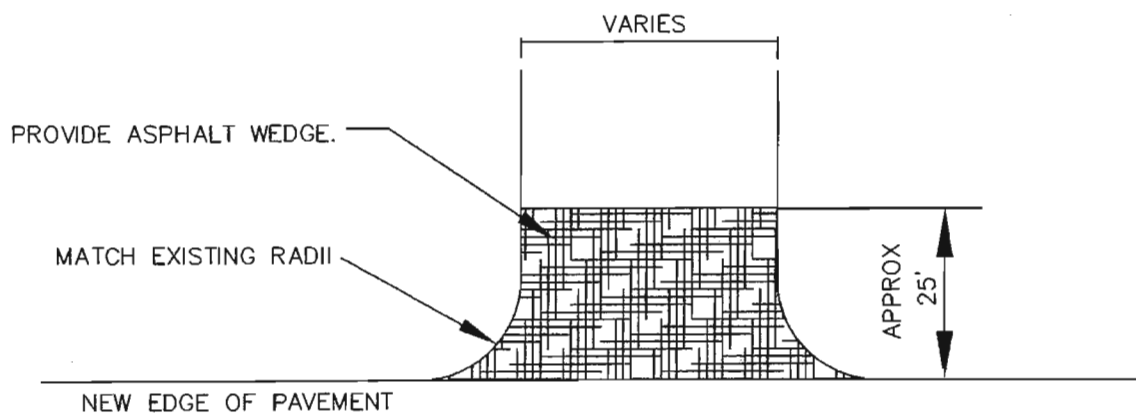
APPROACH NOTES:

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



INTERSECTION APPROACH DETAIL FOR GRAVEL SIDE ROADS

N.T.S.

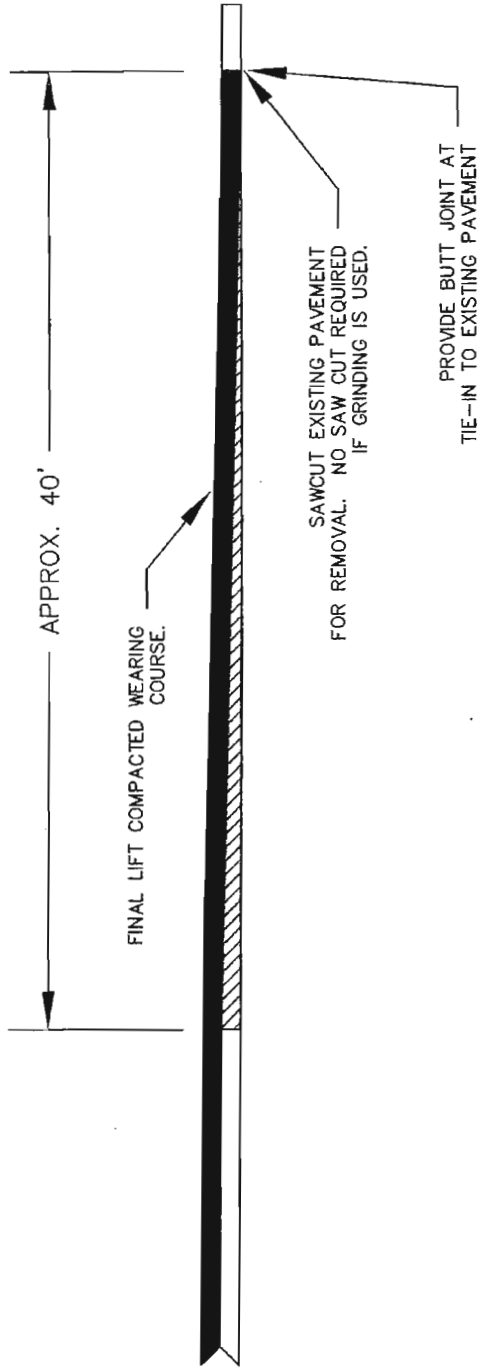


INTERSECTION APPROACH DETAIL FOR PAVED SIDE ROADS

N.T.S.

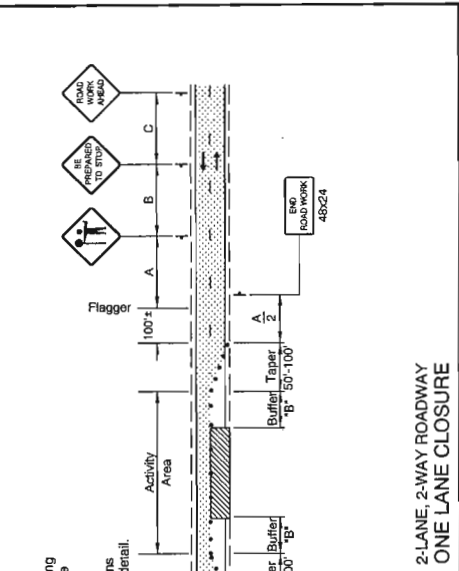
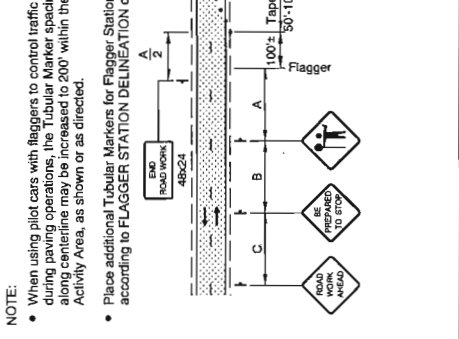
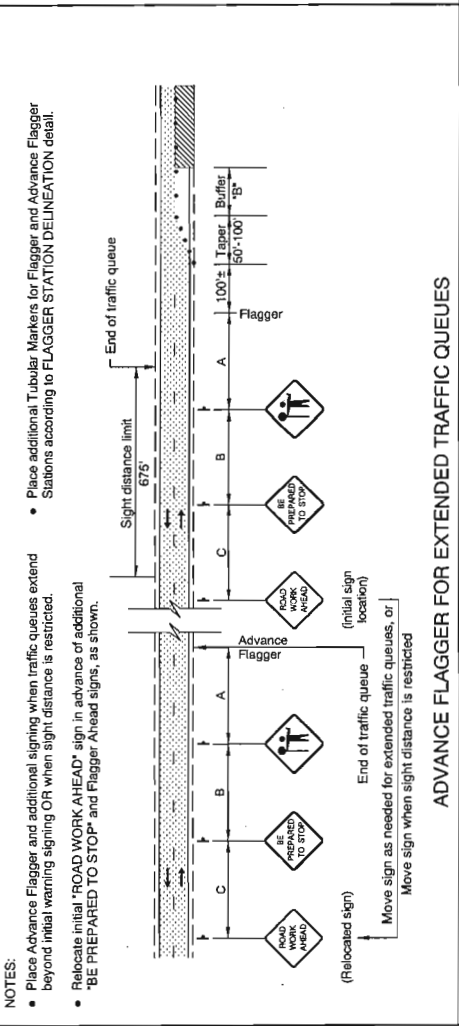
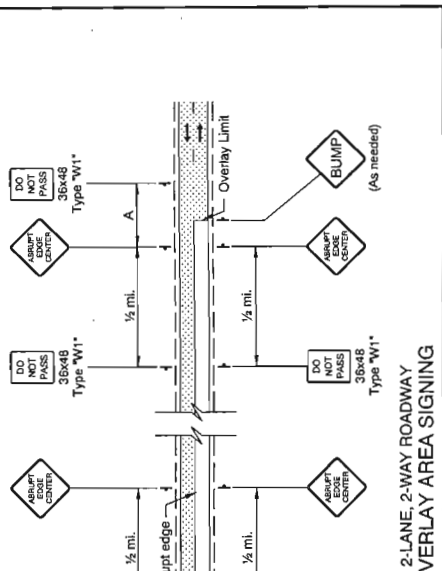
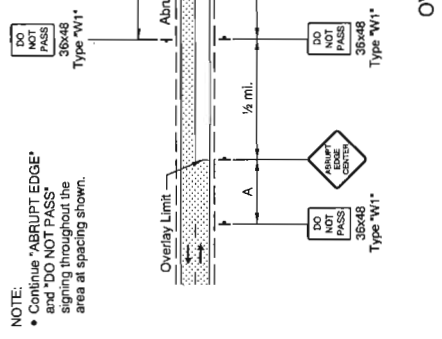
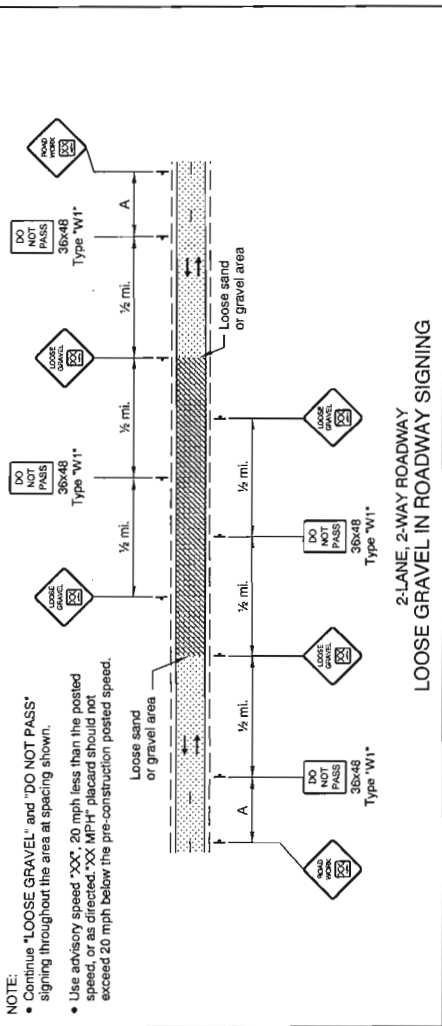
INTERSECTION NOTES:

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



*BUTT JOINT AT
TIE-IN TO EXISTING PAVEMENT*

NOT TO SCALE



GENERAL NOTES FOR ALL DETAILS:

- The "FLAGGER" symbol sign shall be used only in conjunction with the "BE PREPARED TO STOP" sign.
- Cover existing passing zone signing, as directed.
- Install temporary striping as required.
- To determine Taper Length (TL) and Buffer Length (BL), use the "MINIMUM LENGTHS TABLE" shown on Dig. No. TM800.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Dig. No. TM800.
- Install a "BICYCLES ON ROADWAY" sign in advance of the closure when a bike lane is closed, or when the shoulder is closed and bikes are expected.

To be accompanied by Dig. Nos. TM821

NOTE:

- Use a minimum of 3 tubular markers in shoulder taper on 10' spacing for flagger station delineation.

FLAGGER STATION DELINEATION

NOTE:

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

FLAGGER

DATE	REVISION DESCRIPTION
07-21-2015	REVISED DRAWING AND NOTES
07-21-2016	REVISED NOTES

2015

REGISTERED PROFESSIONAL ENGINEER

BASELINE REPORT DATE: 01-JUL-2016

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

OREGON STANDARD DRAWINGS

2-LANE, 2-WAY ROADWAYS

CALC. BOOK NO. N/A

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

TAPER	FORMULA
Merging (Lane Closure)	L*
Shifting	L*2 or 1/2 L*
Shoulder Closure	L*3 or 1/2 L*
Flagging (See Drg. TM850)	50' - 100'
Downstream (Termination)	Vanes (See Drawings)

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

★ SPEED (mph)	MINIMUM FLARE RATE
≤ 30	8:1
35	9:1
40	10:1
45	12:1
50	14:1
55	16:1
60	18:1
65	19:1
70	20:1

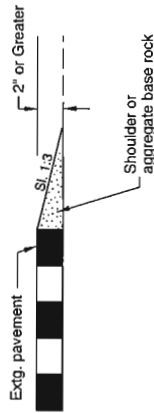
MINIMUM LENGTHS TABLE			
★ SPEED (mph)	L* VALUE FOR TAPERS (ft)		BUFFER *B* (ft)
	W = Lane or Shoulder Width being closed or shifted	W = 16	
25	105	145	75
30	150	180	100
35	205	245	125
40	265	325	150
45	450	540	180
50	500	600	210
55	550	660	250
60	600	720	285
65	650	780	325
70	700	840	365
FREEWAYS			
55	1000	1000	250
60	1000	1000	285
65	1000	1000	325
70	1000	1000	365

NOTES:
 • For Lane closures where W < 10', use L* value for W = 10'.
 • For Shoulder closures where W < 10', use L* value for W = 10' or calculate L* using formula, for Speeds ≥ 45: L = WS, Speeds < 45: L = SW/60, S = Speed, W = Width

★ SPEED (mph)	TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE			Max. Channelizing Device Spacing (ft)
	A	B	C	
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
60 - 70	700	700	700	40
Freeway	1000	1500	2640	40

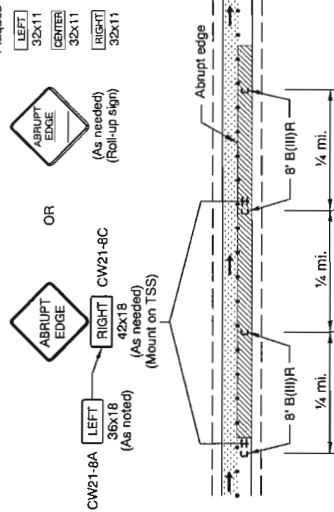
NOTES:
 • Place traffic control devices on 10 ft. spacing for intersection and access raffle.
 • When necessary, sign spacing may be adjusted to fit site conditions.
 • Limit spacing adjustments to 50% of the 'A' dimension for all speeds.

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



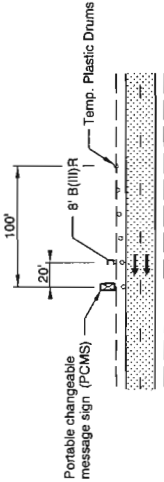
EXCAVATION ABRUPT EDGE

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



TYPICAL ABRUPT EDGE DELINEATION

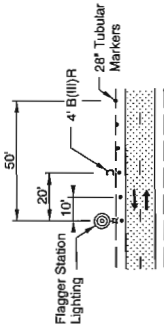
NOTES:
 • Install PCMS beyond the outside shoulder, when possible.
 • Use the appropriate type of barricade panels for PCMS location. Right shoulder, use Type B(III)R Left shoulder, use Type B(III)L.
 • Use six drums in shoulder taper on 20' spacing. The drums and barricade may be omitted when PCMS is placed behind a roadside barrier.
 • Details as shown is also used for Portable Traffic Signal Installation and Smart Work Zone System.



PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) INSTALLATION

GENERAL NOTES FOR ALL TCD DRAWINGS:
 • Signs and other Traffic Control Devices (TCD) shown are the minimum required.
 • Place a barricade approx. 20' ahead of all sequential arrow boards.
 • Arrows shown in roadway are directional arrows to indicate traffic movements.
 • All signs are 48" x 48", type "O4" fluorescent orange, unless otherwise shown.
 • Low speed highways have a pre-construction posted speed of 40 mph or less.
 • High speed highways have a pre-construction posted speed of > 40 mph.
 • Do not locate sign supports in locations designated for bicycle or pedestrian traffic.
 • Combine drawing details to complete temporary traffic control for each work activity.

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



FLAGGER STATION LIGHTING DELINEATION

BASELINE REPORT DATE: 01-JUL-2016
 To be accompanied by Drg. Nos. TM820 & TM821

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

OREGON STANDARD DRAWINGS

TABLES, ABRUPT EDGE AND PCMS DETAILS

DATE	REVISION DESCRIPTION
07-30-2015	REVISED DRAWINGS AND NOTES
01-03-2016	REVISED DRAWINGS AND NOTES
07-01-2016	REVISED NOTES

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

2015

Effective Date: December 1, 2016 - May 31, 2017

TM800