BIDDING DOCUMENTS

PROJECT: PAVING OF ALFALFA MARKET RD:

POWELL BUTTE HWY TO M.P. 4

PROJECT #: W66099

BID OPENING: FEBRUARY 19, 2020

COMPLETION DATE: SEPTEMBER 30, 2020

CONTRACTING AGENCY:



61150 SE 27TH STREET BEND, OREGON 97702 PHONE: (541) 388-6581 FAX: (541) 388-2719

WEB: www.deschutes.org/road



BIDDING DOCUMENTS

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

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

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2018

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction". All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

DESCHUTES COUNTY, OREGON ROAD DEPARTMENT

INVITATION TO BID PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

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 February 19, 2020**, at which time and place all bids for the above-entitled public works project will be publicly opened and read aloud.

The Class of Work of this Project is Asphalt Concrete Paving and Oiling. The value for this Contract is estimated to be between \$900,000 and \$1,200,000. The Work will consists of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Perform cold-plane pavement removal.
- Construct asphalt concrete pavement.
- Place aggregate shoulders.
- Install recessed pavement markers and permanent pavement markings.
- Perform additional and incidental work as called for by the specifications and plans.

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

Bids shall be made on the forms furnished by the County, including a Bid Bond or Cashiers Check for the minimum amount of 10% of the Bid Price, addressed and mailed or delivered to Chris Doty, Department Director, 61150 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "BID FOR PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4" and the name and address of the bidder.

Bidders must submit a Subcontractor Disclosure Statement. The subcontractor disclosure statement may be submitted in the sealed bid prior to 2:00 p.m. on February 19, 2020 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4" prior to 4:00 p.m. on February 19, 2020 at the above location.

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

Bidders shall be prequalified with the State of Oregon for the Class of Work stated above in accordance with ORS 279C.430 through 279C.450 and Deschutes County Code 12.52.020 The successful bidders and subcontractors providing labor shall maintain a qualified drug testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468A.720.

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

CHRIS DOTY
Road Department Director

PUBLISHED:

DAILY JOURNAL OF COMMERCE: January 29, 2020

THE BEND BULLETIN: January 29, 2020

INFORMATION FOR BIDDERS

- 1. <u>General Description of Project.</u> 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. <u>Contract Documents.</u> 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.

- **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. <u>Substitutions.</u> 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.
- **Preparation of Proposals.** All blank spaces in the proposal form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Written amount shall govern in cases of discrepancy between the amount stated in writing and amount stated in figures.

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

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

If made by a partnership, it must be signed by one of the partners, clearly indicating that he is signing as a partner of the firm. In the case of a proposal

made by a joint venture, each of the joint venturers must sign the proposal in his personal capacity.

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

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

A responsive bid proposal must include the following completed items:

- Bid Proposal Form
- Schedule of Bid Items
- Bid Guaranty Form
- 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.

- Disclosure of First Tier Subcontractors. 8. 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 be submitted in separate sealed envelope mav а "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. <u>Bid Security.</u> 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.
- **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. <u>Disclaimer of Responsibility.</u> 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 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 inquires shall contact Cody Smith, County Engineer, in writing at cody.smith@deschutes.org or 61150 SE 27th Street, Bend, Oregon 97702.

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.** <u>Bidder Statement.</u> 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.

BID PROPOSAL FORM

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

BIDDER NAME			CCB#
ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME	CONTACT PHONE N	NUMBER	CONTACT EMAIL ADDRESS
in this Proposal are thosand it is made without co	e named herein; that this Problemsion with any official of Doposal is made without any c	roposal is, in all reschutes Count	lly persons or parties interested respects, fair and without fraud; ty, Oregon, hereinafter called illusion with any person making
is satisfied as to the qua involved; and that this p		aterials and equot the provisions	
(ORS Chapter 279) are,		ited in and made	w relating to public contracts e a part of this Proposal. Bidder
	eck appropriate box): idder of the State of Oregon nt bidder from the State of _	l .	
	der is not in violation of any		State of Oregon and Deschutes

The Bidder further agrees that if this Proposal is accepted, Bidder 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 Bidder's 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 SOLE PROPRIETOR OR PARTNERSHIP)

,		
IN WITNESS HERETO, the u	dersigned has set hand this day of 2020.	
	SIGNATURE OF BIDDER	
	TITLE	
	(IF CORPORATION)	
	undersigned corporation has caused this instrument to be executed orized officers this day of, 2020.	and
	NAME OF CORPORATION	
	By:	
	Title:	
	Δttest:	

(SCHEDULE OF BID ITEMS TO FOLLOW)

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
		Part 00200 - Temporary Features and Appurtenances				
001	00210	Mobilization	LS	1	\$	\$
002	00225	Temporary Protection And Direction Of Traffic	LS	1	\$	\$
003	00225	Temporary Signs	SQFT	650	\$	\$
004	00225	Flaggers	HOUR	700	\$	\$
005	00225	Pilot Cars	HOUR	160	\$	\$
006	00225	Portable Changeable Message Signs	EACH	2	\$	\$
		<u>Part 00600 - Bases</u>				
007	00620	Cold Plane Pavement Removal, 0 - 3 Inches Deep	SQYD	1870	\$	\$
800	00620	Cold Plane Pavement Removal, 3 Inches Deep	SQYD	42000	\$	\$
009	00640	Aggregate Shoulders	TON	800	\$	\$
		Part 00700 - Wearing Surfaces				
010	00744	Level 3, 1/2 Inch ACP Mixture	TON	11000	\$	\$
		Part 00800 - Permanent Traffic Safety and Guidance D	evices_			
011	00855	Bi-Directional Yellow Type 1Ar Markers, Recessed	EACH	540	\$	\$
012	00866	Plural Component, Sprayed, Surface	FOOT	78500	\$	\$
					TOTAL BID:	
FOR DE	SCHUTES C	OUNTY USE ONLY	% FOR	NON-RE	ESIDENT BIDDER	
		,,,,,,	701010	TON TRE	COBENT BIBBLIC	
					TOTAL BID	
The Bio	lder ackno	wledges receipt of the following Addenda: (insert a	ddenda	number	rs)	
No	_ No	No No No No No	No.			

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 Bid #: W66099 Bid Closing Date: February 19, 2020 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). NAME DOLLAR VALUE CATEGORY OF WORK 1) ______ 2) ______ \$_____ 3) ______ \$_____ 4) ______ \$_____ 5) ______ \$_____ 6) ______ 7) ______ \$_____ 8) ______ \$_______ Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A nonresponsive bid will not be considered for award. Form submitted by Bidder name: Contact name: _____ Phone number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS	S, That
hereinafter called the Principal, and	
a corporation duly organized under the la	ws of the State of,
having its principal place of business at _	
	, in the State of,
and authorized to do business in the Stat	e of Oregon, as Surety, are held and firmly bound unto the
County of Deschutes, hereinafter called the	ne Obligee, in the penal sum of
	DOLLARS (\$),
	ly to be made, we bind ourselves, our heirs, executors, jointly and severally, firmly by these presents.
	as, the Principal is submitting a bid proposal for the PAVING JTTE HWY TO M.P. 4 project hereby made a part hereof;
contract be awarded to said Principal, and shall furnish the Performance and documents with the time fixed by said of	posal submitted by the said principal be accepted, and the not if the said Principal shall execute the proposed contract Payment Bond as required by the bidding and contract documents, then this obligation shall be void, otherwise to d sealed this day of, 2020.
SURETY:	CONTRACTOR:
Name	Name
By:	By:
Title:	Title:

CONTRACT

FOR

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

THIS	CONTRAC	T is	made	and	entered	into,	in	duplicate,	by a	and	between
DESC	HUTES CO	UNT	r, a po	litical	subdivisi	on of	the	State of 0	Orego	n, he	reinafter
called	"County"	and	·						herei	nafte	r called
"Contr	actor."										

WITNESSTH:

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, Special Provisions, Schedule of Items, Award, Subcontractor Disclosure, Contract, Performance Bond, Payment Bond, Certificate of Insurance, Prevailing Wage Rates, Oregon Standard Specifications, Project Plans and Standard Drawings bound or referenced 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 the Director's 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.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, DESCHUTES C signed in its name, by its Board of Cou Recording Secretary; and the said Cont signed and sealed the same as of the	inty Commissioners, duly attested by its
CONTRACTOR	BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
BY:	PATTI ADAIR, CHAIR
TITLE:	ANTHONY DEBONE, VICE CHAIR
DATE:	PHILIP G. HENDERSON, COMMISSIONER
	DATE:
	ATTEST:
	RECORDING SECRETARY
	APPROVED AS TO CONTENT:
	ROAD DEPARTMENT DIRECTOR
	APPROVED AS TO FORM:
	COUNTY LEGAL COUNSEL

Bond #	<u>!</u>

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that	
(Name of Contractor)	
(Address of Contractor)	
a	_, hereinafter called
(Corporation, Partnership, or Individual)	
"Principal", and	
(Name of Surety) hereinafter called "Surety", are held and firmly bound unto Deschutes Co	ounty, Oregon
hereinafter called "Owner", in the penal sum of	
Dollars,	\$()
in lawful money of the United States, for the payment of which sum well we bind ourselves, successors, and assigns, jointly and severally, firmly	and truly to be made,
THE CONDITION OF THIS OBLIGATION is such that whereas, the Prin certain contract with the OWNER, dated the day of which is hereto attached and made a part hereof for the construction of:	•

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

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

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

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

IN WITNESS WHEREOF, this instrumer shall be deemed an original, this the						
(SEAL)	PRINCIPAL: _					
	By Signature					
	Official Capac	ty				
	Attest: Corpor	ation Secretary				
(SEAL)	SURETY:[Add signatures f		ning multiple bonds]			
	BY ATTORNE [Power-of-Attorne		y each surety bondj			
	Name					
	Signature					
	Address					
	City	State	Zip			
	Phone	Fax				

NOTE: Date of bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

Bond #

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that	
(Name of Contractor)	
(Address of Contractor)	
a	, hereinafter called
(Corporation, Partnership, or Individual)	
"Principal", and	
(Name of Surety) hereinafter called "Surety", are held and firmly bound unto Deschutes Cou	unty, Oregon
hereinafter called "Owner", in the penal sum of	
Dollars, \$	()
in lawful money of the United States, for the payment of which sum well a we bind ourselves, successors, and assigns, jointly and severally, firmly b	nd truly to be made,
THE CONDITION OF THIS OBLIGATION is such that whereas, the Princ certain contract with the OWNER, dated the day of which is hereto attached and made a part hereof for the construction of:	•

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4

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

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

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

IN WITNESS WHEREOF, this instrumer shall be deemed an original, this the			
	•		
(SEAL)	PRINCIPAL: _		
	By Signature		
	Official Capac	ity	
	Attest:	ration Secretary	
(SEAL)	SURETY:[Add signatures t	for each surety if us	ing multiple bonds]
	BY ATTORNE [Power-of-Attorne		y each surety bondj
	Name		
	Signature		
	Address		
	City	State	Zip
	Phone	Fax	

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

SPECIAL PROVISIONS

PROJECT: **PAVING OF ALFALFA MARKET RD:**

POWELL BUTTE HWY TO M.P. 4

PROJECT #: W66099

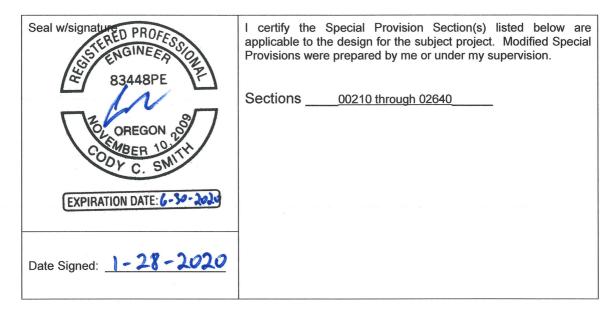
CONTRACTING AGENCY:



61150 SE 27TH STREET BEND, OREGON 97702

WEB: www.deschutes.org/road

PROFESSIONAL OF RECORD CERTIFICATION:



SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the Paving of Alfalfa Market Rd: Powell Butte Hwy to M.P. 4 project:

- 1. Install and maintain temporary traffic control.
- 2. Perform cold-plane pavement removal.
- 3. Construct asphalt concrete pavement.
- 4. Place aggregate shoulders.
- 5. Install recessed pavement markers and permanent pavement markings.
- 6. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction."

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

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

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

APPLICABLE RULES

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

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

CONTRACT TIME

The Contractor shall complete all Work to be done under the Contract not later than September 30, 2020.

CLASS OF WORK

The Class of Work for this Project is Asphalt Concrete Paving and Oiling.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

Agency – County of Deschutes

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

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

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Replace the last paragraph with the following:

Deschutes County Road Department will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

00120.01 General Bidding Requirements - Replace this subsection with the following:

Bidders shall submit bids by paper.

The standard prequalification forms furnished by the ODOT Procurement Office shall be used by the bidder to file authorized signatures with Deschutes County Road Department. Signatures are of personnel authorized to submit Bids, modify Bids, or withdraw Bids.

00120.05 Request for Solicitation Documents – Replace this subsection with the following:

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

https://www.deschutes.org/rfps

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

Only paper Bids will be accepted.

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 **SPECIAL PROVISIONS** DESCHUTES COUNTY, OREGON

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

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

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

00120.10 Bid Booklet – Replace this subsection with the following:

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

- Cover Page
- Index
- Invitation to Bid
- Information for Bidders
- Bid Proposal Form
- Schedule of Bid Items
- Subcontractor Disclosure Form
- Bid Guaranty Form
- Contract Form (for review only)
- Payment and Performance Bond Forms (for review only)

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

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site at:

https://www.deschutes.org/rfps

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

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

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

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

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

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 **SPECIAL PROVISIONS** DESCHUTES COUNTY, OREGON

00120.40(f)Disclosure of First-Tier Subcontractors – Under the paragraph "The Subcontractor Disclosure Form may be submitted for a paper Bid either," replace the second bulleted item with the following:

 By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Deschutes County Public Works Engineering and Construction Division at the address given in the Bid Booklet.

Delete the third bulleted item.

Delete the paragraph which begins "The Subcontractor Disclosure Form may be submitted for an electronic Bid either:"

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

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

00120.45 Submittal of Bids – Replace this subsection with the following:

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

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

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

Delete the third bullet point.

00120.60(b) Electronic Bids – Delete this subsection.

00120.70 Rejection of Nonresponsive Bids – Add the following bullet to the end of the bullet list:

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

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 – AWARD AND EXECUTION

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

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

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

https://www.deschutes.org/rfps

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

00130.15 Right to Protest Award – Replace this subsection with the following:

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

The Agency is not obligated to consider late protests.

00130.50 Execution of Contract and Bonds:

- (a) By the Bidder In the sentence that begins "The successful Bidder..." replace "ODOT Procurement Office Construction" with "Agency" and replace "15 Calendar Days" with "the requested amount of time".
- **(b)** By the Agency In the sentence that begins "Within 7 Calendar Days..." replace "7" with "21 (twenty-one)".

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.05 Cooperative Arrangements – Replace this subsection with the following:

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

00150.50(f) Utility Information:

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

SECTION 00160 – SOURCE OF MATERIALS

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

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 **SPECIAL PROVISIONS** DESCHUTES COUNTY, OREGON

00160.30 Agency-Furnished Materials – Add the following paragraph:

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

00160.40 Agency-Furnished Sources—Add the following paragraph:

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

SECTION 00165 - QUALITY OF MATERIALS

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

00165.03 Testing by Agency – Delete this subsection.

00165.04 Costs of Testing – Delete this subsection.

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

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

This is a Type D project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

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

00170.65(a) General: Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

00170.70 Insurance - Replace this subsection with the following:

00170.70(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor's insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

• Commercial General Liability - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. The annual aggregate limit shall not be less than the

dollar amount specified in the Contract. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

• Commercial Automobile Liability - The Contractor shall provide, Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

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

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

- **(b) Extended Reporting** If any of the required insurance is permitted to be and is on a "claims made" basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy, for a duration of at least 24 months from the date the applicable work has been completed and accepted by the Agency or the date of Final Acceptance. This extended reporting requirement shall be satisfied with documentation of one of the following:
 - Extended Reporting Endorsement;
 - Tail Coverage; or
 - Maintaining the applicable continuous claims made policy with liability coverage.

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notice under 00150.90(b) and 00180.50(g).

- **(c)** Excess/Umbrella Liability A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.
- **(d) Additional Insured** The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the "State of Oregon, the Oregon

Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees" as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

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

Add the following as Additional Insureds under the Contract:

- Deschutes County and its officers, agents, employees, and volunteers
- Deschutes County Board of Commissioners
- **(e) Workers' Compensation** All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability Insurance with limits not less than \$500,000 each accident.

If the Contractor's and Subcontractor's, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

The Contractor shall require compliance with these requirements in all Subcontractor contracts.

- (f) Notice of Cancellation or Change The Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.
- (g) Certificate(s) of Insurance As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:
 - List "Deschutes County and its officers, agents, employees, and volunteers and the Deschutes County Board of Commissioners" as a Certificate holder and as an endorsed Additional Insured;
 - Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
 - Specify that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Workers' Compensation;
 - Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.
- **(h) Agency Acceptance** All insurance and insurance providers are subject to Agency acceptance. If requested by Agency, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required by the Contract.
- (i) Insurance Requirement Review The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

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

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

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

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Opening Sections to Traffic	00744.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

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

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

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than September 30, 2020.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

00195.12(d) Steel Materials Pay Item Selection - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

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

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/deescalation, bonuses, or other items decided by the Agency.

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 SPECIAL PROVISIONS DESCHUTES COUNTY, OREGON

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

00195.50(c-3) Bonds and Securities – Delete this subsection.

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

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

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

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

00195.50(e) Withholding Payments - Replace the bullet that begins "Complied with all orders issued..." with the following two bullets:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;
- Corrected or cured its failure to comply with the Contract; and

00195.50(f) Prompt Payment Policy - Replace the paragraph that begins "Payments shall be made promptly ..." with the following paragraph:

Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

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

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

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

Delete the fifth paragraph.

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e-1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

Daily, Monday through Friday between 7:00 a.m. and 6:00 p.m.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02(a) Temporary Signs - Add the following to the end of the bullet list:

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on Alfalfa Market Rd, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation at the following locations:
 - Deer Trail Rd
 - · Wallace Rd
 - Walker Rd
 - Dixon Loop
- During pilot car operations, install a 12 by 12-inch "WAIT FOR PILOT CAR" (CR4-20a) sign in private residential driveways accessing the Highway within the limits of the pilot car operation. Place the sign in the driveway facing the private residence and so the sign face is not visible to Public Traffic on the Highway. Do not use the sign for apartments, condominiums or business accesses.

 At accesses, side roads, or residential driveways where "WAIT FOR PILOT CAR" (CR4-20) signs are installed, do not allow traffic to be stopped or held for longer than 20 minutes.

In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

00225.81 Temporary Signing - Add the following sentence to the end of the paragraph that begins "The quantities of temporary signs will...":

No measurement of quantities will be made for "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

00225.82(a) Barricades and Attenuators – Replace this subsection except for the subsection number and title, with the following:

No measurement will be made for barricades.

00225.83(a) Surface Mounted Tubular Markers, Plastic Drums, Delineators, and Pavement Markers – Replace this subsection except for the subsection number and title, with the following:

No measurement will be made for surface mounted tubular markers, replacing surface mounted tubular markers, plastic drums, temporary delineators, reflective pavement markers and flexible pavement markers.

Flexible pavement markers include flexible oiling markers and flexible overlay markers.

00225.84(a) Flagger Station Lighting - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flagger station lighting.

00225.90(a)(2) Temporary Protection and Direction of Traffic – Add the following to the end of the bullet list:

- Furnishing, installing, maintaining and removing temporary flexible pavement markers to delineate lane lines prior to permanent pavement marking installation.
- Furnishing, placing, replacing, maintaining, moving and removing temporary plastic drums and temporary barricades, except those required for portable changeable message signs shall be included under 00225.96.

00225.92 Temporary Barricades, Guardrail, Attenuators and Channelizing Devices – Delete Pay Item (a).

Delete the paragraph that begins "In item (a)..."

00225.93 Temporary Traffic Delineation – Delete Pay Items (a) through (f) from the pay item list.

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 <u>SPECIAL PROVISIONS</u> DESCHUTES COUNTY, OREGON

Delete the paragraph that begins "Item (a) includes..."

Delete the paragraph that begins "Item (b) includes..."

Delete the paragraph that begins "Item (e) includes..."

Delete the paragraph that begins "Item (f) includes..."

00225.94 Work Zone Lighting - Delete Pay Item (a) from the pay item list.

Replace the paragraph that begins "Item (a) includes..." with the following paragraph:

No separate or additional payment will be made for flagger station lighting.

00225.95 Temporary Electrical Signs - Add the following paragraph to the end of this subsection:

Item (b) includes furnishing, placing, replacing, maintaining, moving and removing temporary plastic drums and temporary barricades as shown for portable changeable message sign installation.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

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

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

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 28 tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

PAVING OF ALFALFA MARKET RD: POWELL BUTTE HWY TO M.P. 4 SPECIAL PROVISIONS DESCHUTES COUNTY, OREGON

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

00744.10(a) New Coarse and Fine Aggregates – Replace the last paragraph in this subsection with the following:

Test Aggregates for soundness, durability, and harmful substances at no additional cost to the Agency.

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

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

00744.23 Pavers – Replace the bullet that begins with "Provides the specified..." with the following:

 Provides the specified results through mechanical sensors and sensor-directed devices actuated from independent line and grade control references over an array with a minimum length of 35 feet.

00744.43(b) Depositing – Add the following to this subsection:

ACP shall be windrowed. Pick-up equipment shall be used that is:

- Capable of picking up substantially all of the ACP deposited on the roadway.
- Self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed pavement.

00744.44(a)(2) Wearing Course – Replace this subsection, except for the subsection number and title, with the following:

Construct the longitudinal joint between wearing course panels 12 inches from the roadway centerline.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.40(c) Projects Without Striping Plans – Replace the first paragraph of this subsection with the following:

Install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items, except in areas with existing narrow double no-pass centerline striping install double no-pass centerline striping.

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

• Place material according to the manufacturer's installation instructions.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

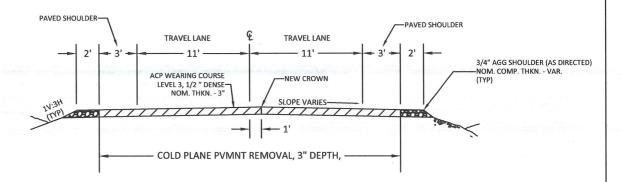
SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications.

SECTION 02640 – SHOULDER AGGREGATE

Comply with Section 02640 of the Standard Specifications.

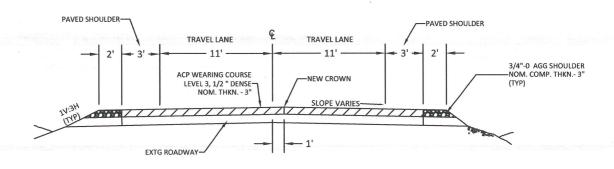
DESCHUTES COUNTY ROAD DEPARTMENT **PLANS FOR** PAVING OF ALFALFA MARKET ROAD: POWELL BUTTE HWY to MP 4 FEBRUARY 2020 **Project Area Project Area INDEX OF SHEETS** MCGRATH RD Sheet # Description Sheet # Description X H M H **COVER SHEET** 16 PLAN---Sta 110+00 To 120+00 TYPICAL SECTION 17 PLAN---Sta 120+00 To 130+00 **NELSON RD** 3 DETAILS 18 PLAN---Sta 130+00 To 140+00 RD **End Project** DETAILS 19 PLAN---Sta 140+00 To 150+00 RD MILE POINT 4 PLAN---Sta 0+00 To 10+00 20 PLAN---Sta 150+00 To 160+00 STENKAMP M PLAN---Sta 10+00 To 20+00 21 PLAN---Sta 160+00 To 170+00 GH POWELL PLAN---Sta 20+00 To 30+00 22 PLAN---Sta 170+00 To 180+00 **Begin Project** MAU PLAN---Sta 30+00 To 40+00 23 PLAN---Sta 180+00 To 190+00 MILE POINT 0.14 PLAN---Sta 40+00 To 50+00 24 PLAN---Sta 190+00 To 200+00 10 PLAN---Sta 50+00 To 60+00 25 PLAN---Sta 200+00 To END 11 PLAN---Sta 60+00 To 70+00 12 PLAN---Sta 70+00 To 80+00 13 PLAN---Sta 80+00 To 90+00 14 PLAN---Sta 90+00 To 100+00 ALFALFA MKT RD WALKER RD 15 PLAN---Sta 100+00 To 110+00 DONNALN OREGON STANDARD DRAWING NO. ROLAND PL RD610, TM500, TM502, TM515, TM517, TM521, TM560, TM561, TM670, TM671, TM687, TM800, TM821, TM822, TM850 BEAR CREEK RD RD 20 **DESCHUTES COUNTY ROAD DEPARTMENT** SOSNEY 61150 S.E. 27TH STREET BEND, OR, 97702 PHONE: 541-388-6581 FAX: 541-388-2719 **LOCATION MAP** PAVING OF ALFALFA MARKET RD: NOT TO SCALE POWELL BUTTE HWY to MP 4 **LEGEND** 1-28-2020 COUNTY ENGINEER Project Area Streams 01.28.2020 **County Routes** Canals ROAD DEPT DIRECTOR **Road Centerlines** Rivers SHEET NO. **COVER SHEET** 1 OF 25 State Highway City Limits



ALFALFA MARKET RD

STA. 7+50 - STA. 145+00 STA. 145+00 - STA. 148+00 (INLAY-OVERLAY TRANSITION SEE SHT 3)

STA. 208+00 - STA. 211+00 (0"-3" ACP PAVEMENT MATCH)



ALFALFA MARKET RD STA. 148+00 - STA. 208+00



DESCHUTES COUNTY ROAD DEPARTMENT

61150 S.E. 27TH STREET BEND, OR, 97702

PHONE: 541-388-6581

FAX: 541-388-2719

PAVING OF ALFALFA MARKET RD POWELL BUTTE HWY TO M.P. 4

DRAFTER:

T.WILSON

DATE: 02/14/20

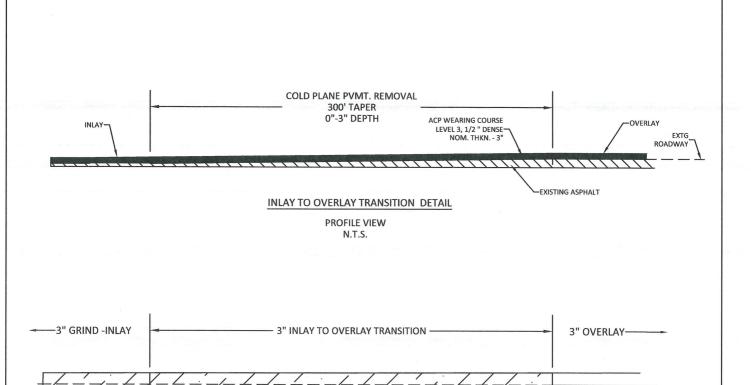
REVIEWED BY:

C.SMITH

DATE: 02/14/20

TYPICAL SECTIONS

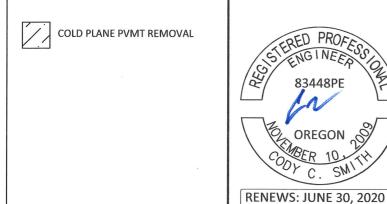
SHEET NO. 2 of 25



DETAIL **PLAN VIEW** N.T.S.

147+00

146+00



/145+00



DESCHUTES COUNTY ROAD DEPARTMENT

61150 S.E. 27TH STREET BEND, OR. 97702

PHONE: 541-388-6581

148-00

FAX: 541-388-2719

PAVING OF ALFALFA MARKET RD POWELL BUTTE HWY TO M.P. 4

T.WILSON

DATE: 02/14/20

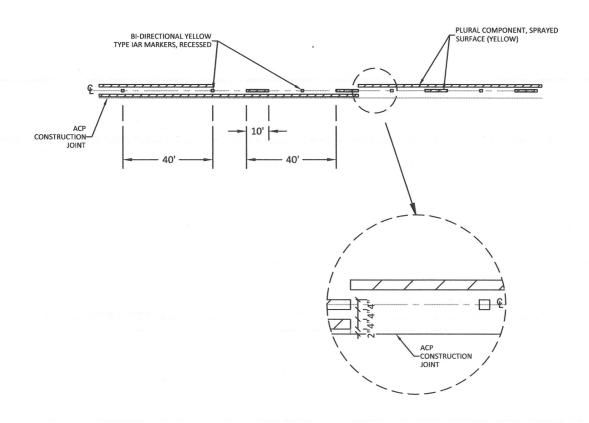
149+00

REVIEWED BY: C.SMITH

DATE: 02/14/20

DETAIL SHEET

SHEET NO. 3 OF 25



CENTERLINE RECESSED PAVEMENT MARKERS

STA. 7+50 - STA. 211+20

NOTE: IN THE AREAS WITH EXISTING NARROW DOUBLE NO-PASS (ND) CENTERLINE STRIPING, REPLACE WITH DOUBLE NO-PASS (D) CENTERLINE STRIPING.

(FOR DETAILS SEE ODOT DWG. TM500, TM502, TM 515, TM517, TM521, TM560 AND TM561)



DESCHUTES COUNTY ROAD DEPARTMENT 61150 S.E. 27TH STREET

BEND, OR. 97702

PHONE: 541-388-6581

FAX: 541-388-2719

PAVING OF ALFALFA MARKET RD POWELL BUTTE HWY TO M.P. 4

DRAFTER:

T.WILSON

DATE: 02/14/20

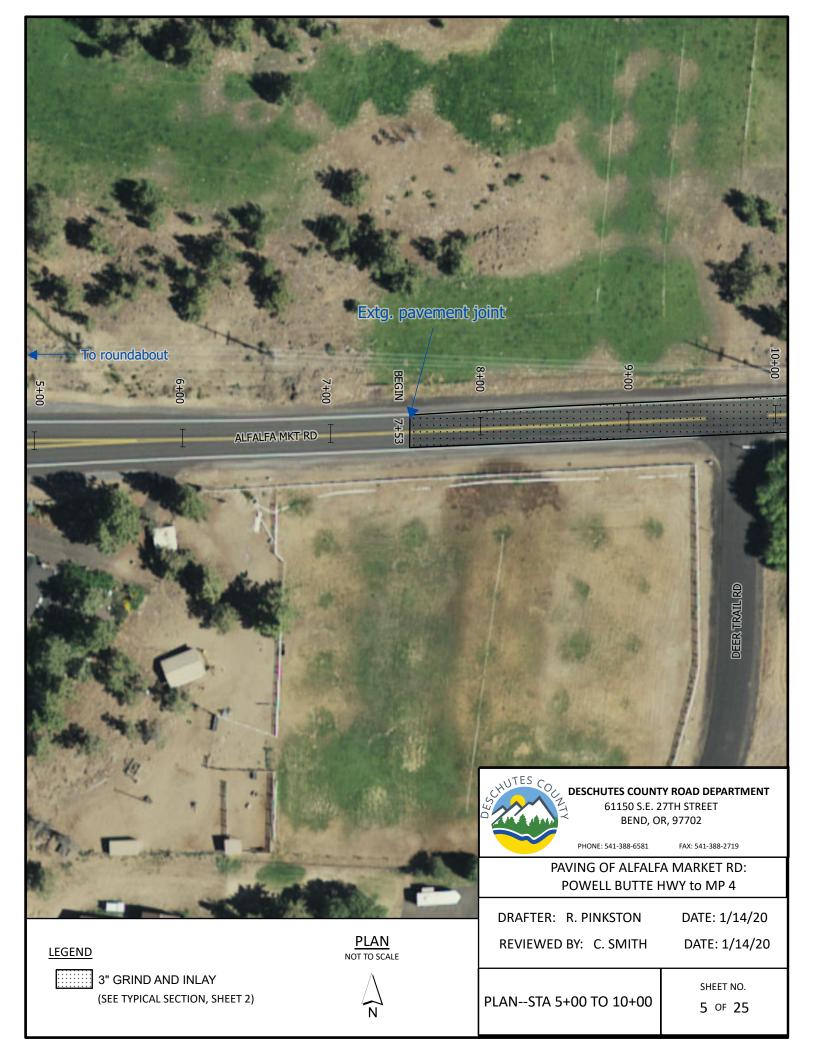
REVIEWED BY: C.SMITH

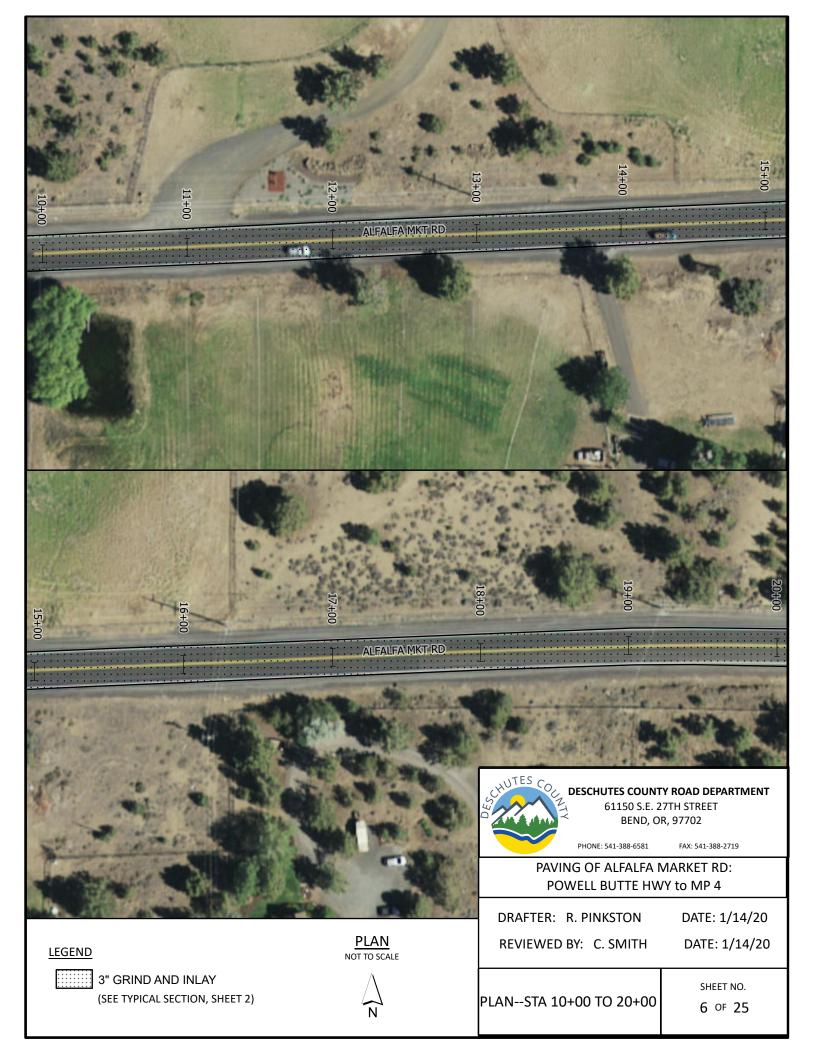
DATE: 02/14/20

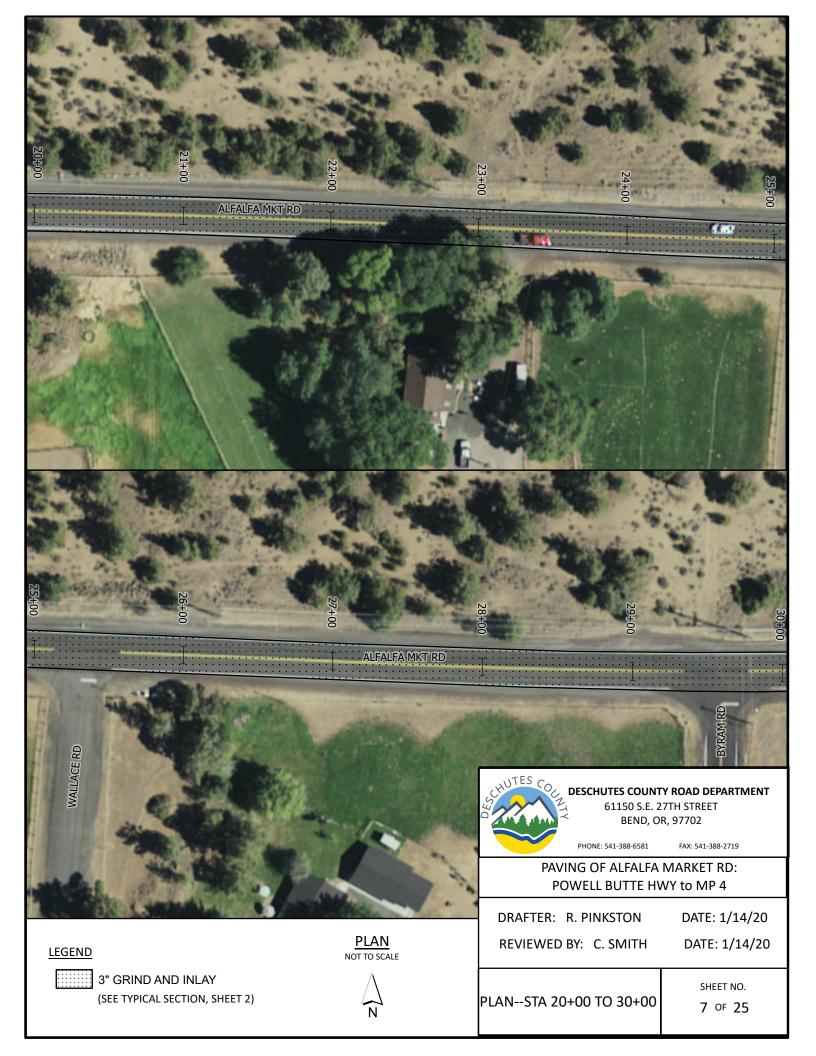
DETAIL SHEET

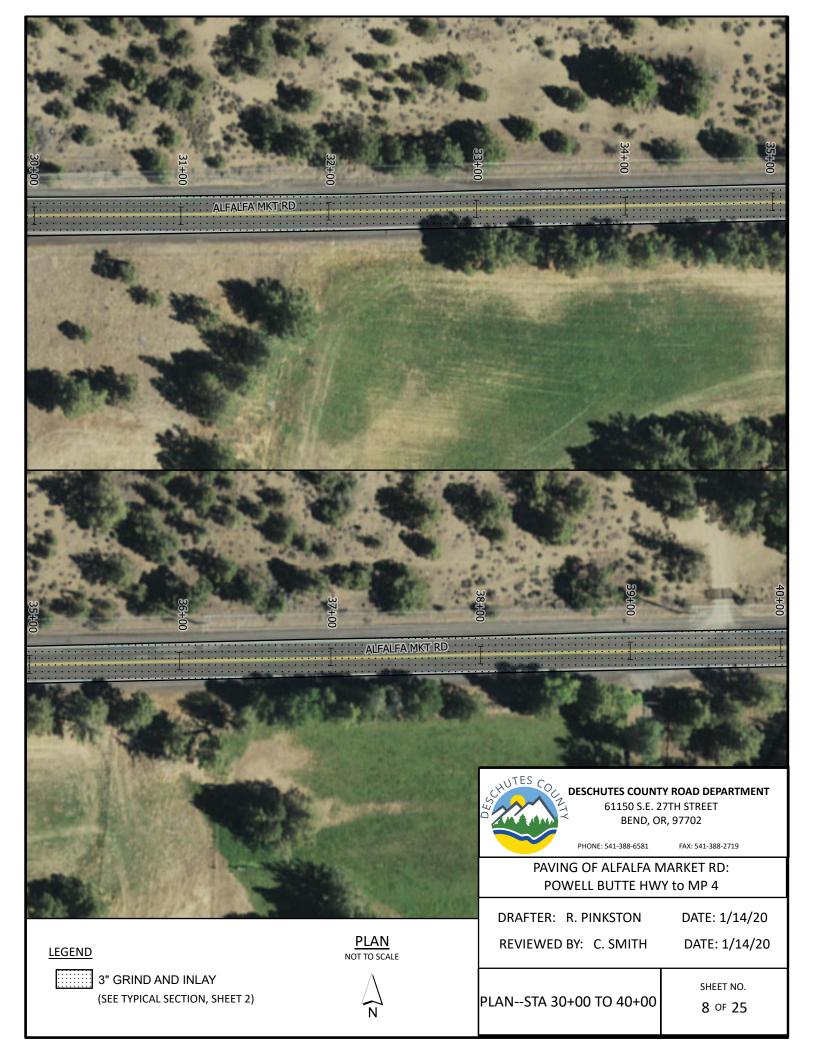
SHEET NO.

4 of 25







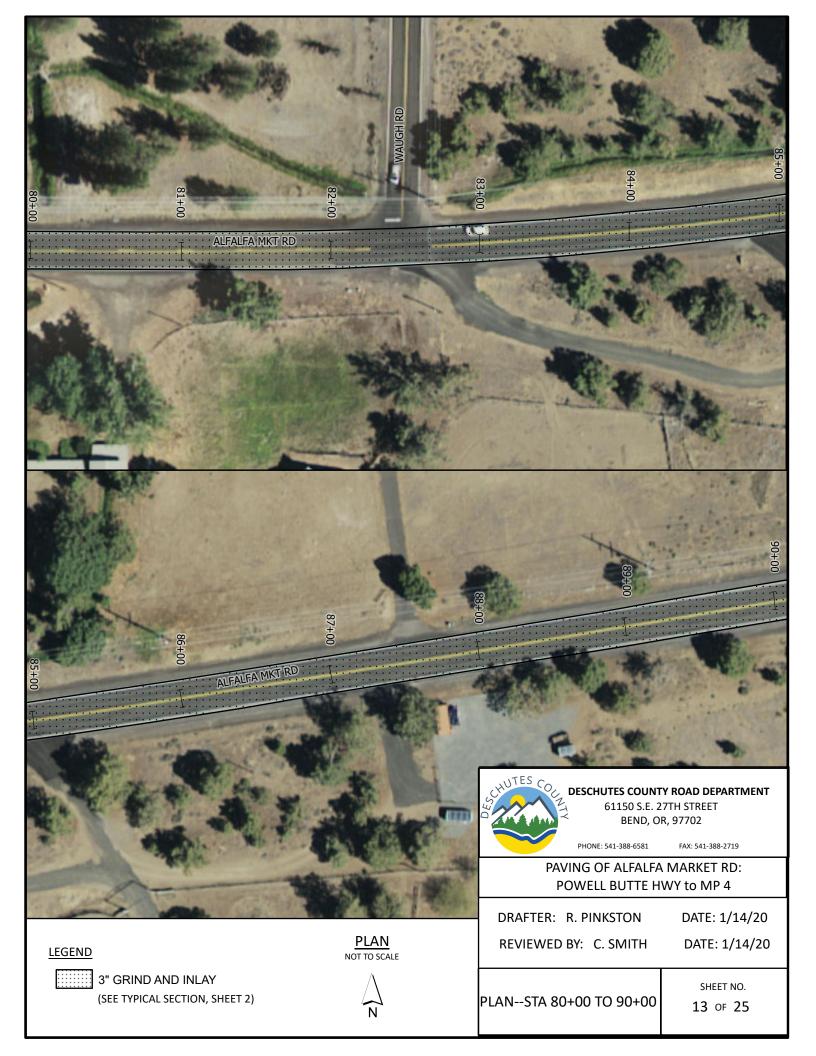






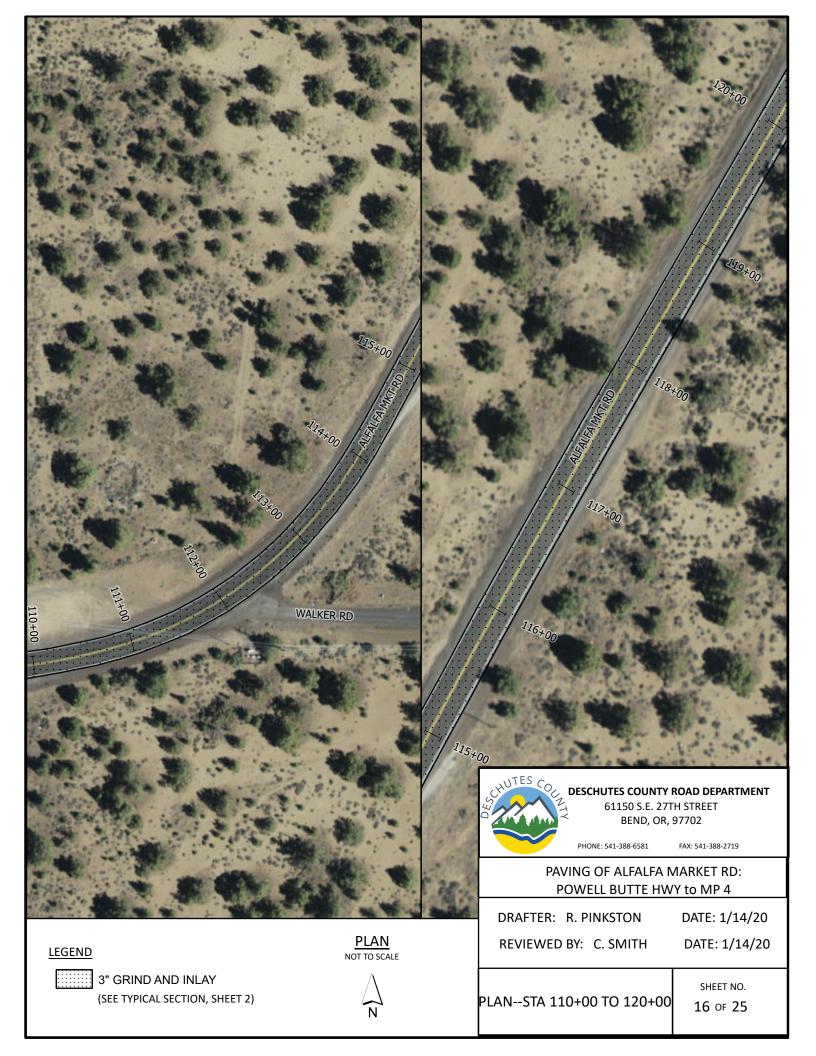


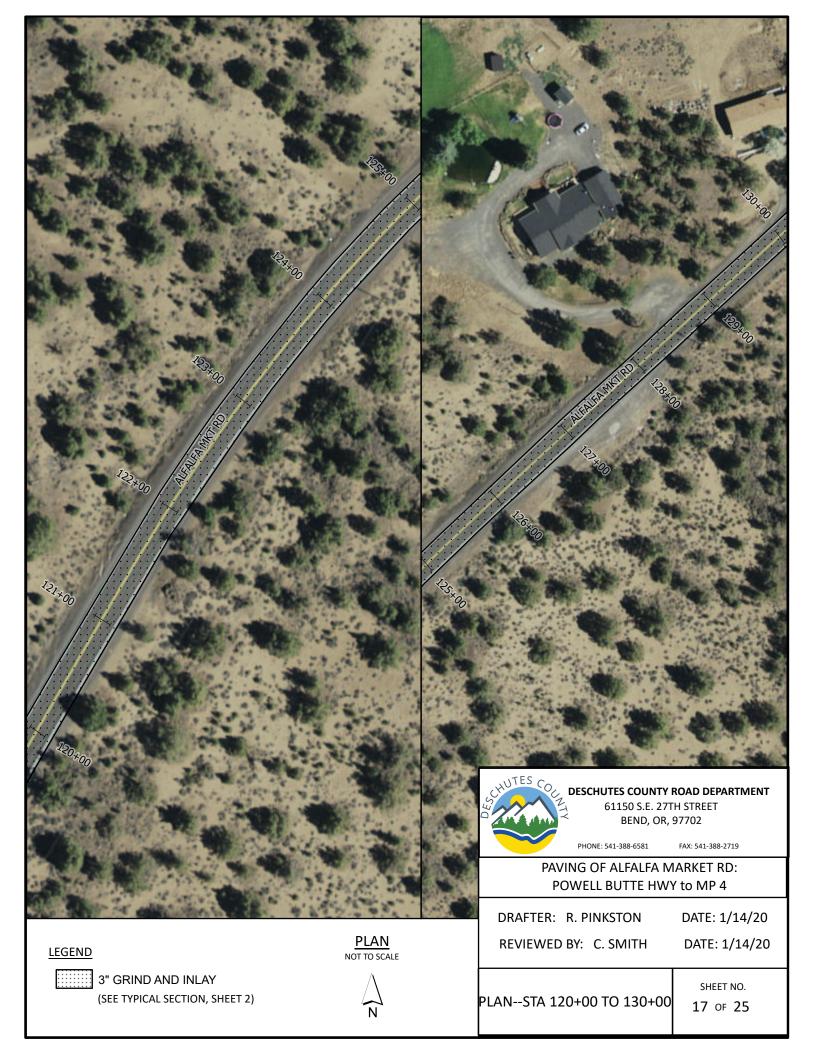


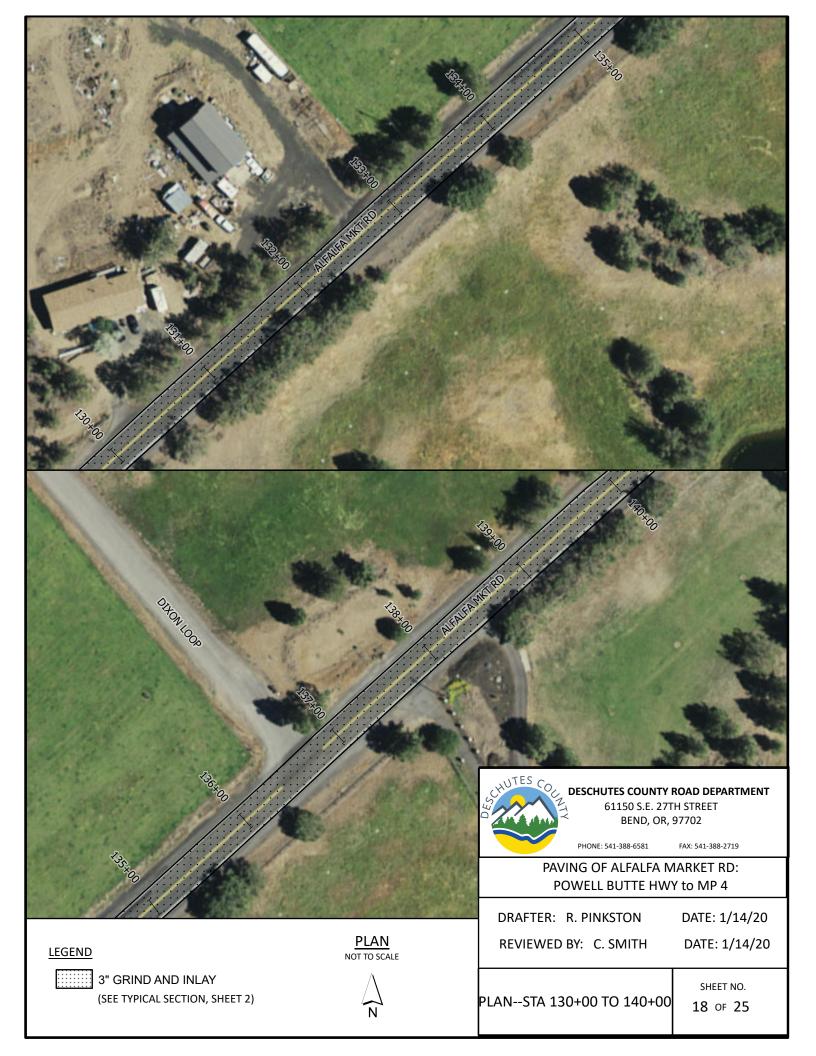


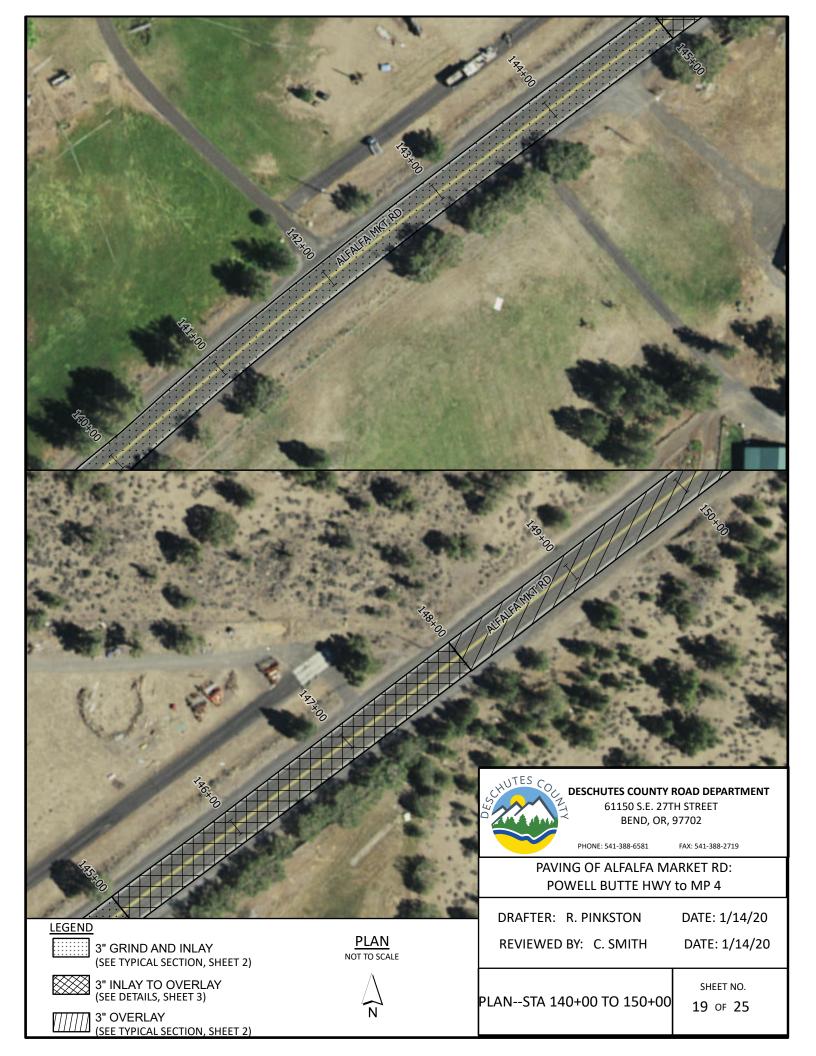


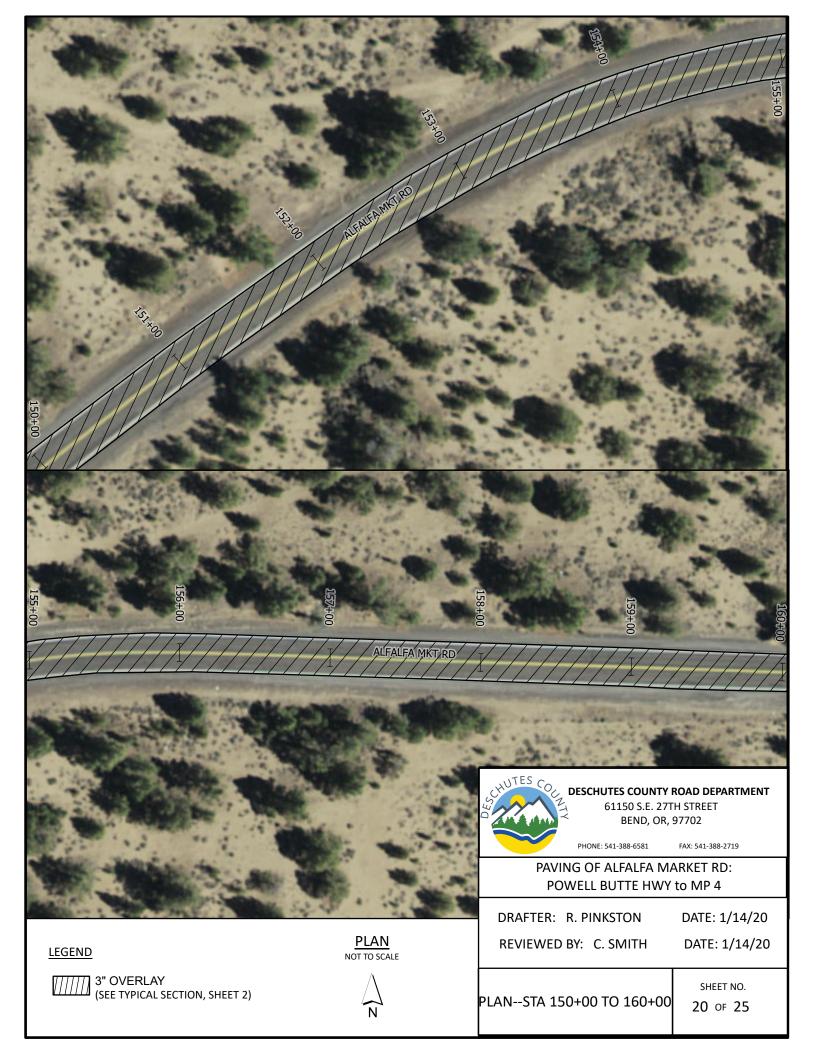


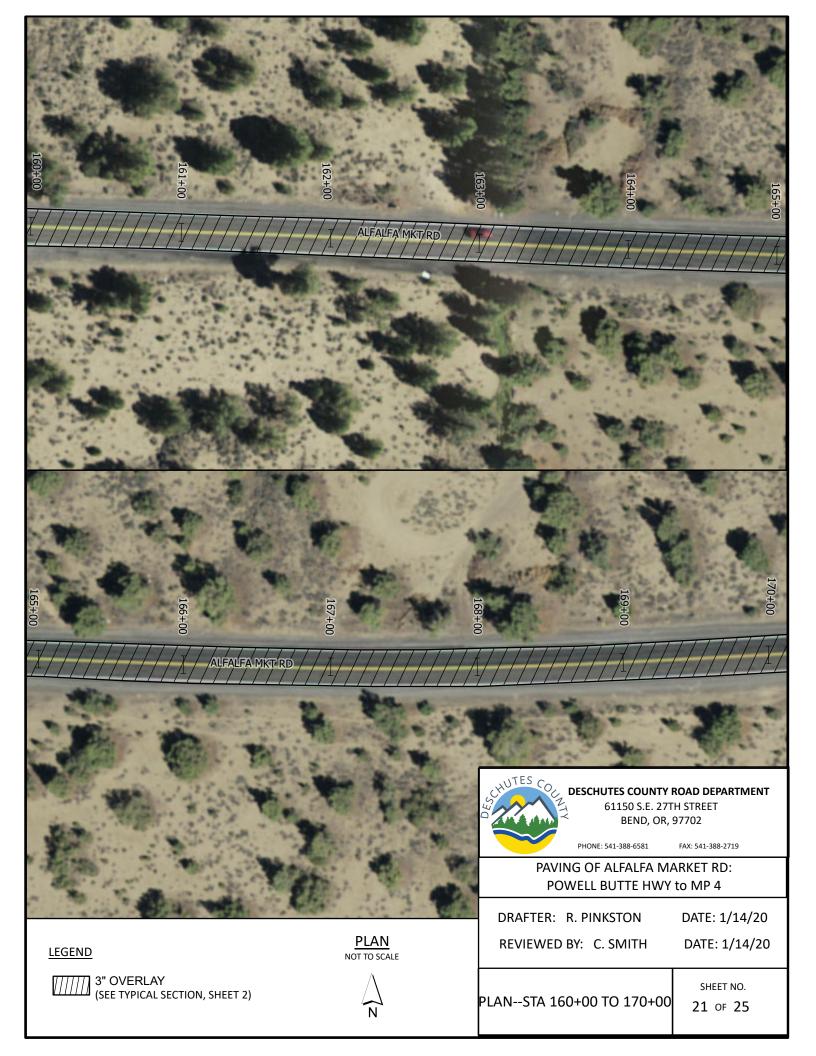


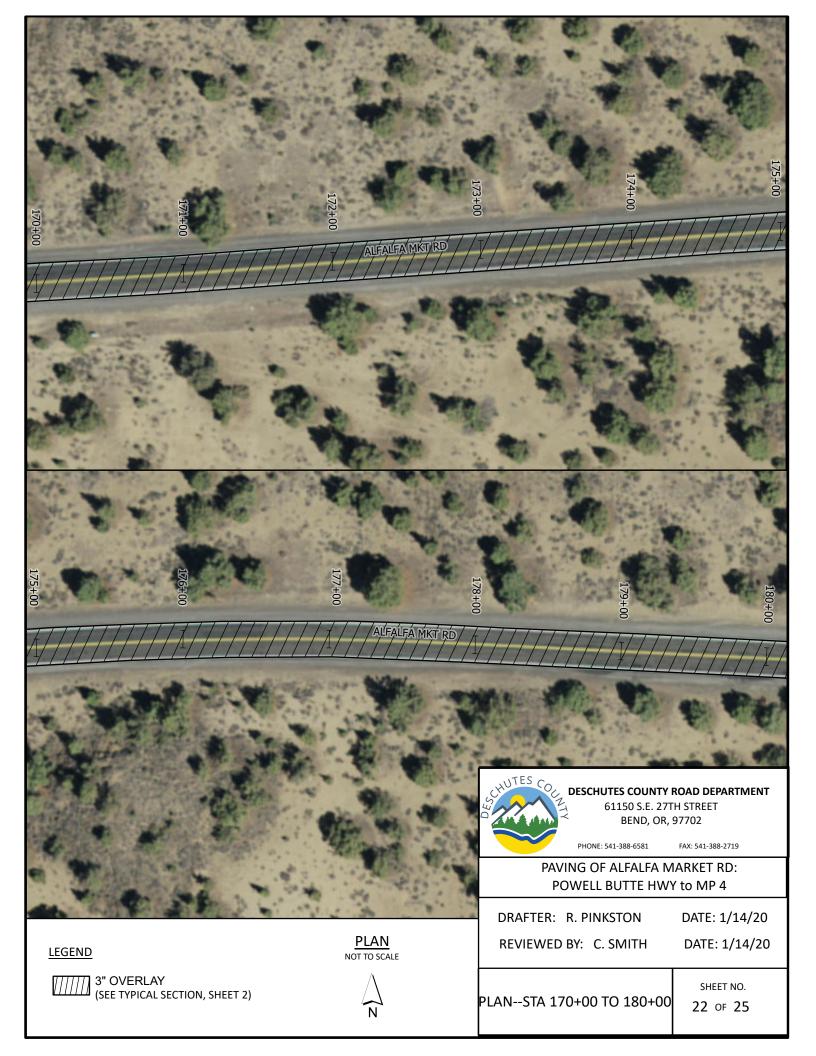


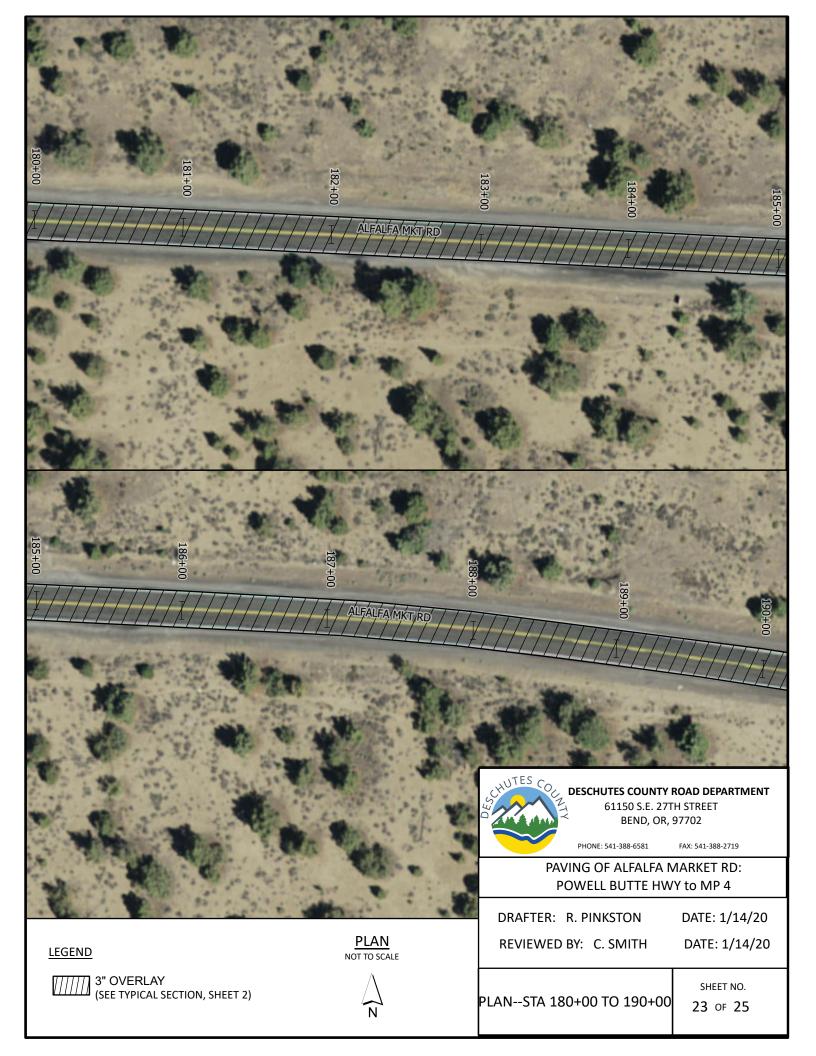


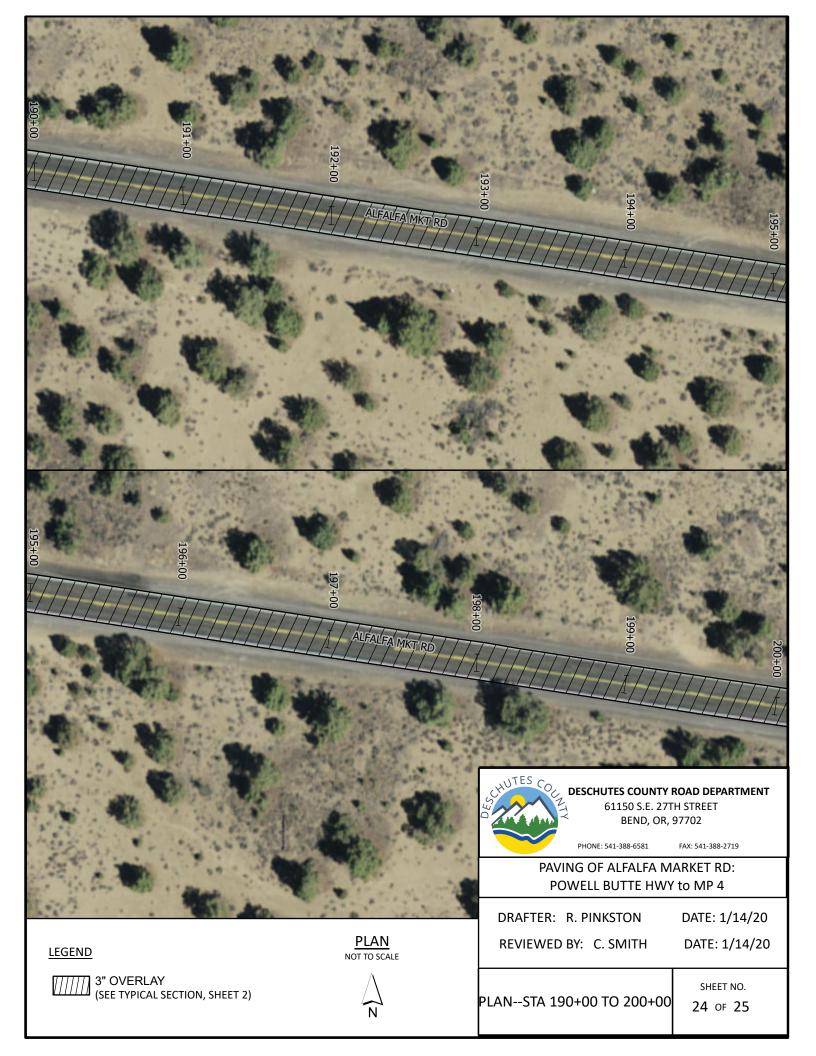


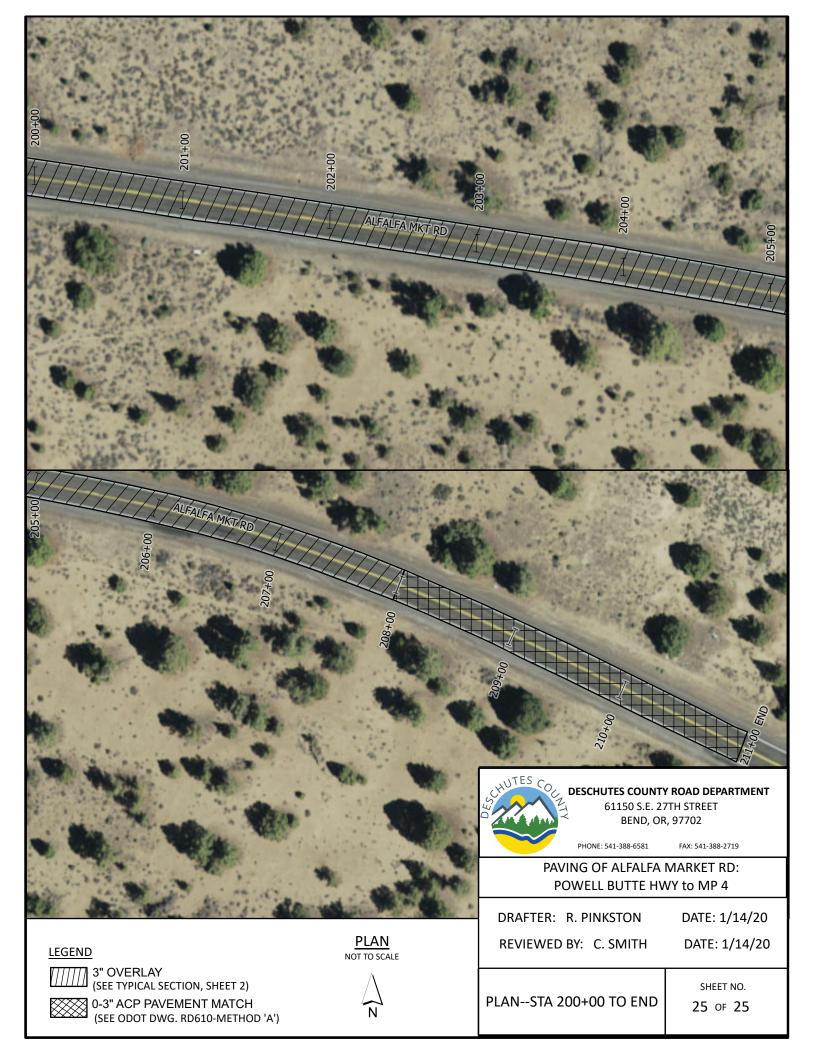


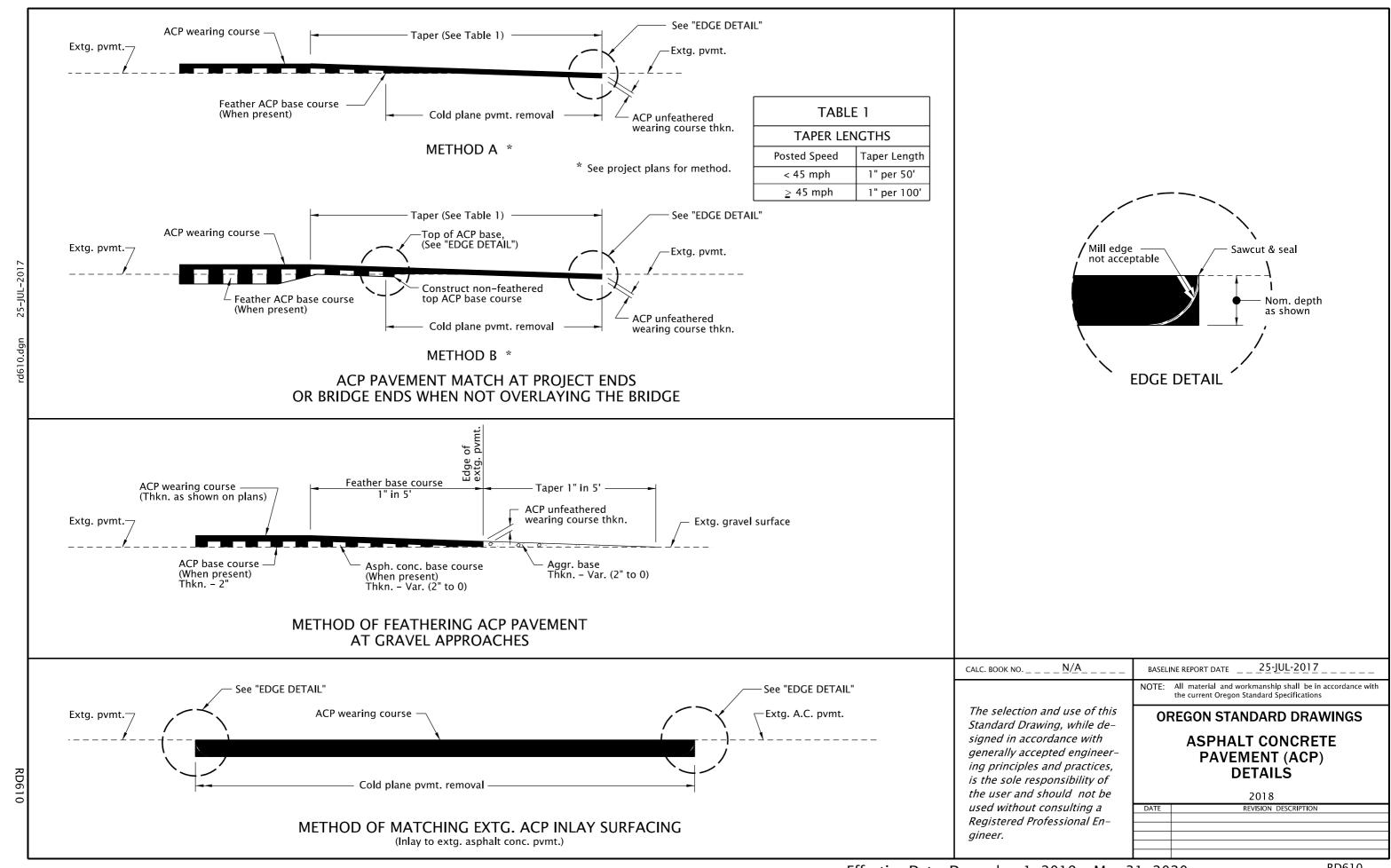


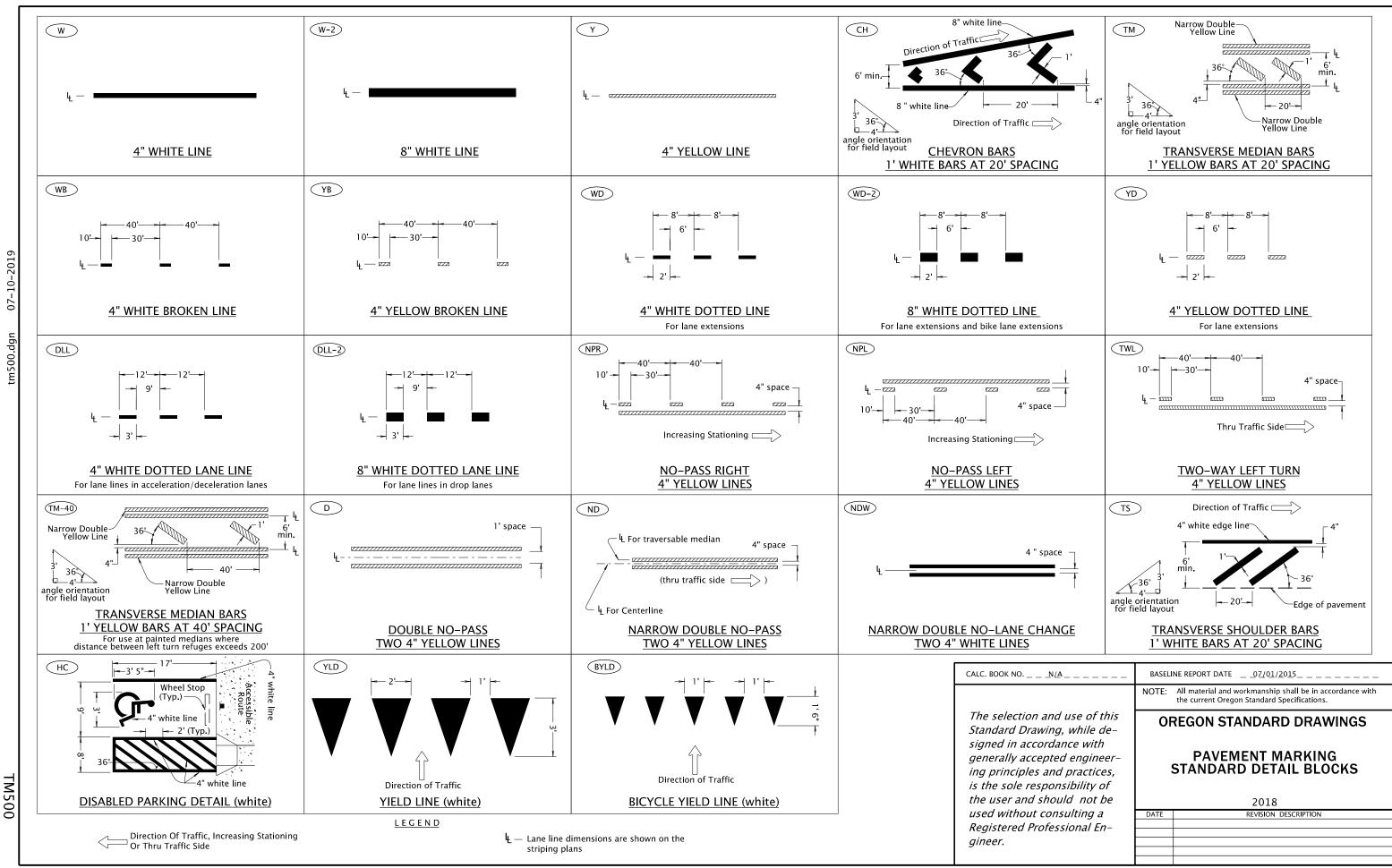


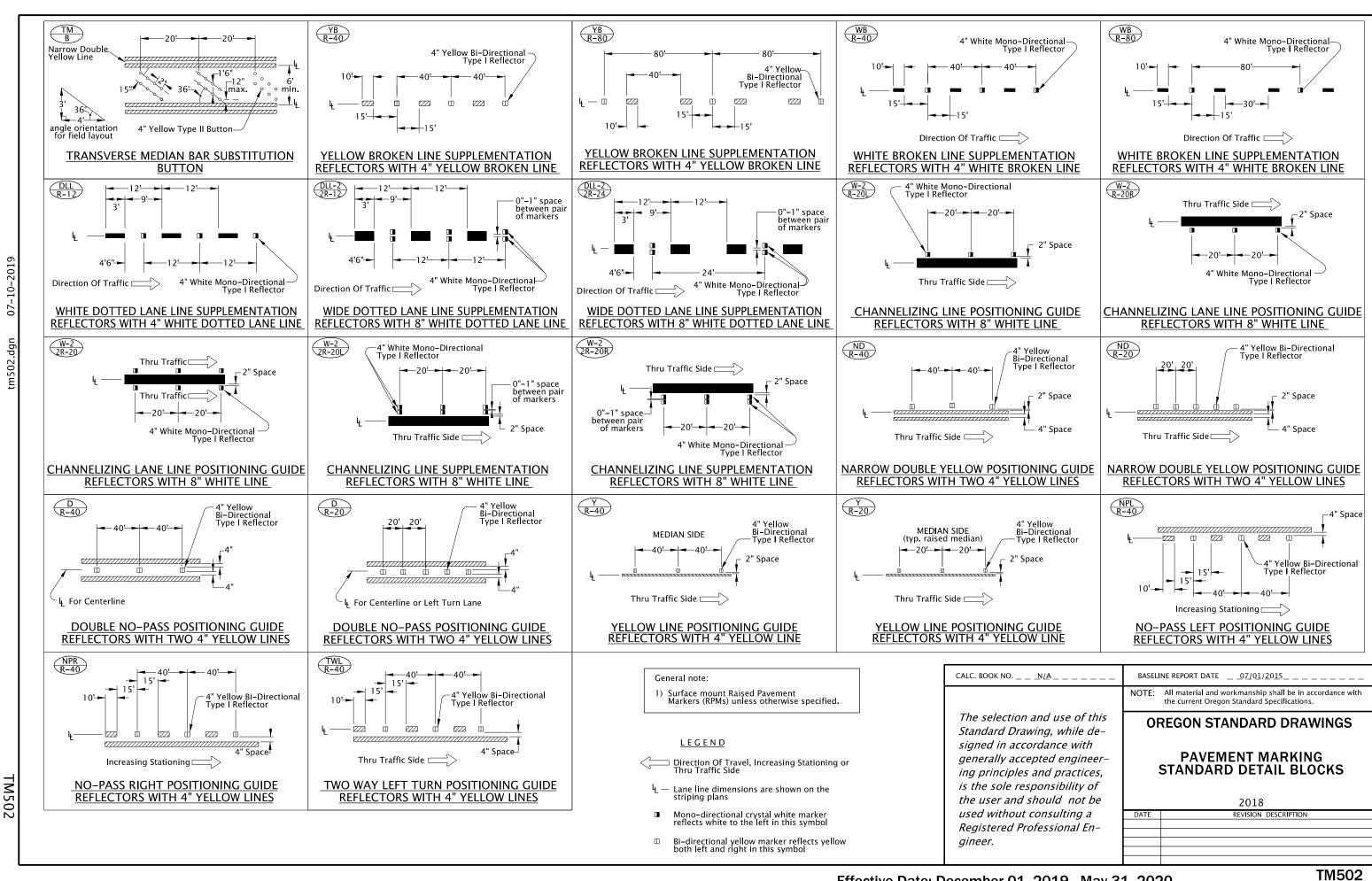




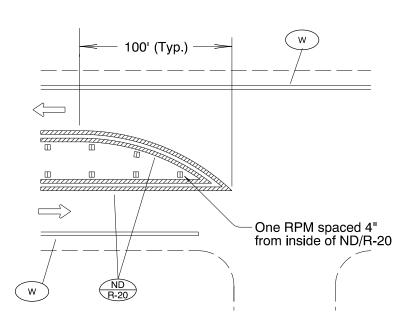




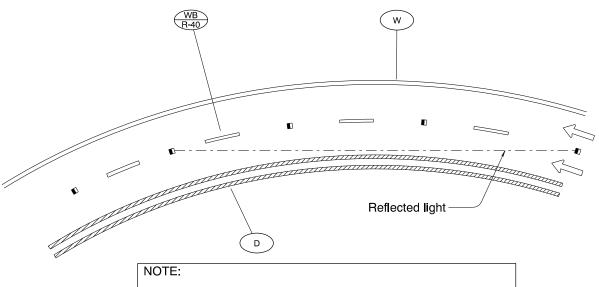




(TWO NARROW DOUBLE YELLOW LINES TO ONE-DIRECTION NO-PASSING LINE) (Refer to TM539 for additional details)

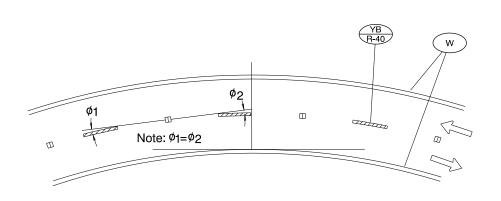


MEDIAN BULLNOSE DETAIL



On one way sections the marker shall be installed with the reflective surface aimed to direct the reflected light back three markers.

(a) PAVEMENT MARKER INSTALLATION FOR MONO-DIRECTIONAL RAISED PAVEMENT MARKERS



(b) PAVEMENT MARKER INSTALLATION FOR BI-DIRECTIONAL RAISED PAVEMENT MARKERS

PAVEMENT MARKER INSTALLATION ON HORIZONTAL CURVES

To be accompanied by Standard Dwg. Nos. TM500 thru TM503

CALC. BOOK NO. _ N/A BASELINE REPORT DATE All material and workmanship shall be in accordance with the current Oregon Standard Specifications The selection and use of this **OREGON STANDARD DRAWINGS** Standard Drawing, while designed in accordance with generally accepted engineer-**PAVEMENT MARKERS** ing principles and practices, is the sole responsibility of the user and should not be 2018 used without consulting a Registered Professional Engineer.

LEGEND

Mono-Directional White (marker reflects white to left in this symbol)

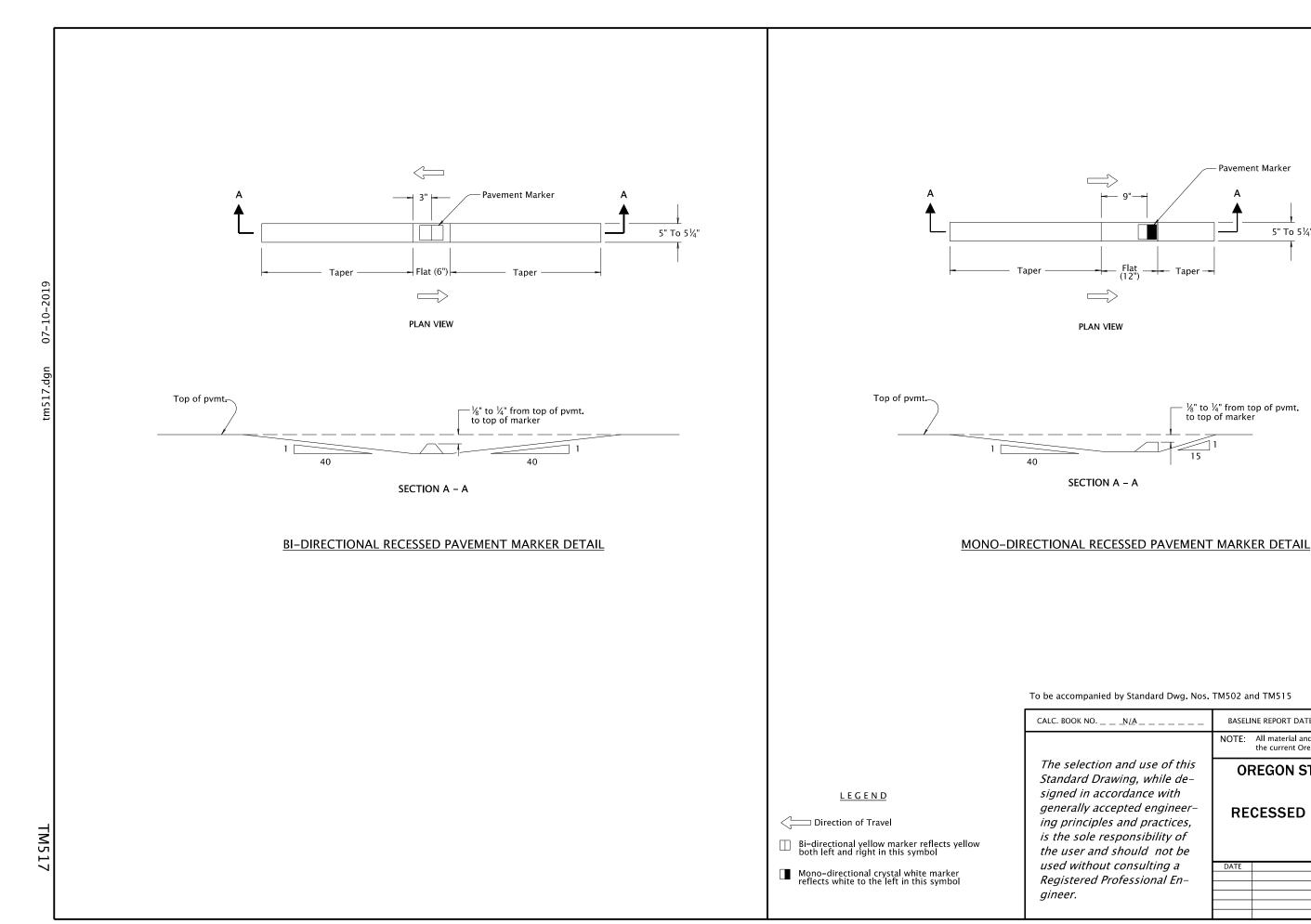
Bi-Directional Yellow (marker reflects yellow to both the left and right in this symbol)

Increasing stationing from left to right

C Direction of Travel

⁴ − Lane line dimensions are shown on the striping plans.

TM515



All material and workmanship shall be in accordance with

OREGON STANDARD DRAWINGS

RECESSED PAVEMENT MARKERS

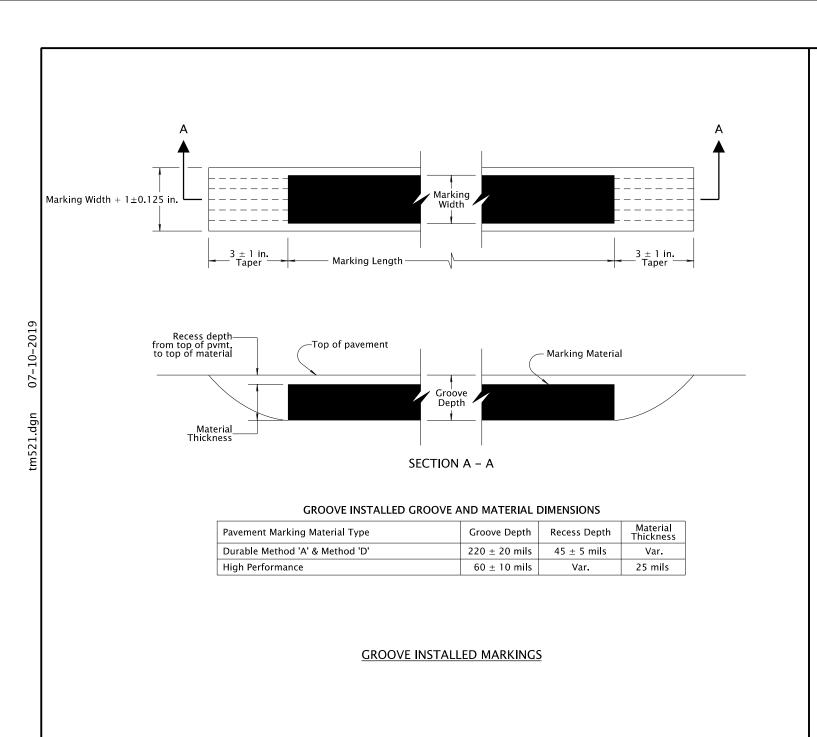
2018

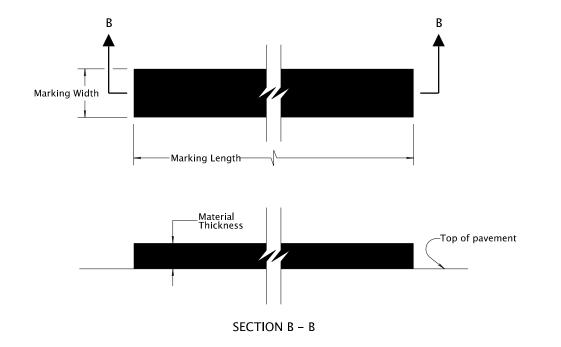
the current Oregon Standard Specifications.

Pavement Marker

 $\frac{1}{8}$ " to $\frac{1}{4}$ " from top of pvmt. to top of marker

5" To 5¼"





SURFACE INSTALLED MATERIAL THICKNESS

Pavement Marking Material Type	Thickness
Durable Method 'A' & Method 'B' & Method 'D'	120 mils
High Performance	25 mils

SURFACE INSTALLED MARKINGS

General Notes

- 1) See Standard Drawing TM500 and/or project plans for marking length and width dimensions.
- 2) See Standard Specification 00850.46 for marking installation tolerances.

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

CALC. BOOK NO. _ _ _ <u>N/A</u> _ _ _ _ _ _

generally accepted engineer ing principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

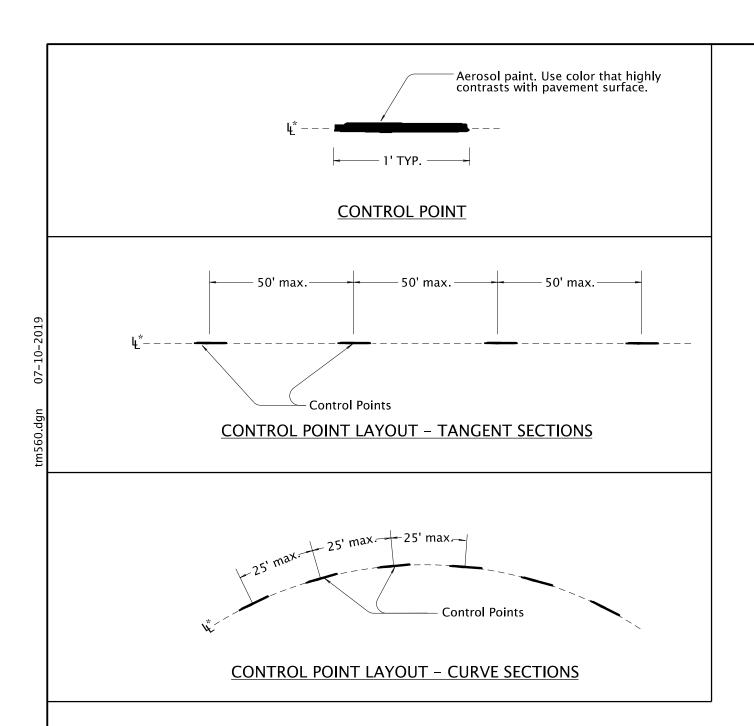
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

DURABLE & HIGH PERFORMANCE PAVEMENT MARKINGS SURFACE & GROOVE INSTALLED NON-PROFILED

2018

DATE REVISION DESCRIPTION



TM560

General note:

- 1.) Use control points to make continous narrow guideline as specified.
- * Control points are placed along the lane line for all longitudinal lines except the following:

ND For center | A control point layout 4" offset from the lane line is required for a ND line when used as a center line.

To be accompanied by Standard Dwg. Nos. TM500 thru TM503

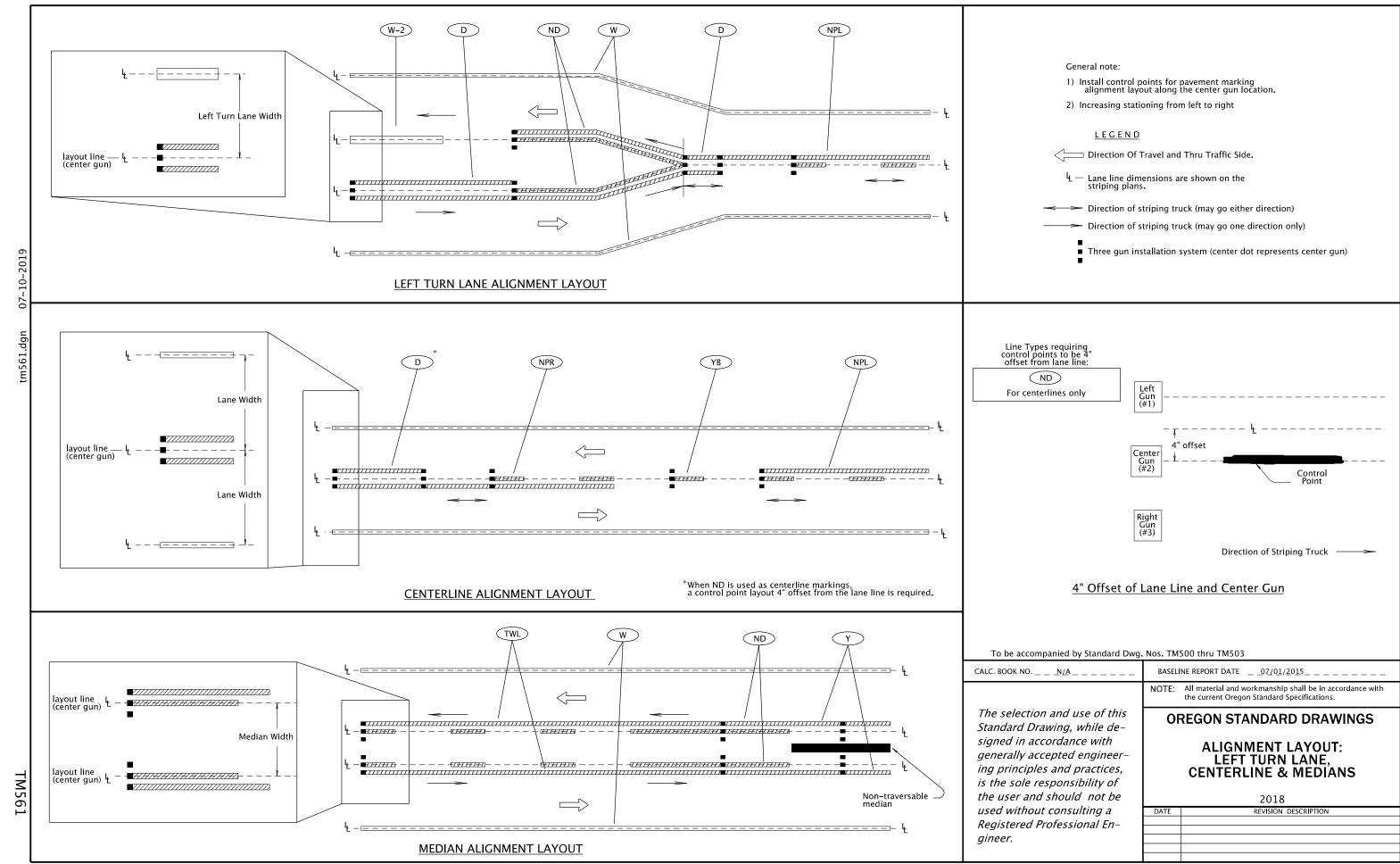
CALC. BOOK NO. _ _ _N/A _ _ _ _ _ _ NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications. The selection and use of this **OREGON STANDARD DRAWINGS** Standard Drawing, while designed in accordance with generally accepted engineer-**ALIGNMENT LAYOUT: GENERAL** ing principles and practices, is the sole responsibility of the user and should not be 2018 used without consulting a

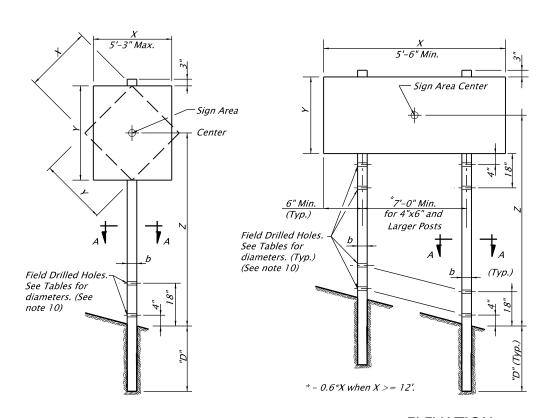
4- Lane line dimensions are shown on the striping plans.

<u>LEGEND</u>

gineer.

Registered Professional En-

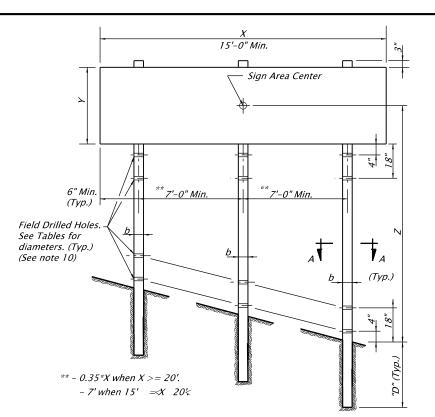




10-JUL-201

POST SIZE

TM670



ELEVATION

No scale

		(X * Y * Z) in ft³ – Maximum													Post
3 Second Gust Wind Speed (TM671)													Drilled Hole	Embedment Depth	
85 MPH						95 MPH				7	05 and	110 MP	Diameters	"D"	
Number of Posts			Number of Posts				/	Numbe.	r of Post						
		1	2	3 * X=15'	3 * X ≥20'	1	2	3 * X=15'	3 * X ≥20'	1	2	3 * X=15'	3 * X ≥20'		
	4" x 4"	77	154	165	231	62	124	132	186	56	112	120	168	Not Req'd	4' - 0"
ρ,	4" x 6"	162	324	347	486	130	260	278	390	117	234	250	351	11/2"	5' - 0"
x q	6" x 6"	270	540	578	810	216	432	462	648	195	390	417	585	2"	5' - 0"
	6" x 8"	494	988	1058	1482	395	790	846	1185	356	712	762	1068	3"	7' - 0"

PERMANENT WOOD POST TABLE

- * Linear Interpolate X*Y*Z 3 post values for signs greater than 15' and less than 20'.
- ** See note 8

		(X * Y * Z) in ft ³ - Maximum 3 Second Gust Wind Speed (TM671)											Field Drilled Hole	Post Embedment Depth	
			85 MPH 9						95 MPH		105 and 110 MPH			Diameters	"D"
		,	Numbe	r of Post	5	,	Numbe	r of Post	5		Numbe	r of Post	5		
		1	2	3 * X=15'	3 * X ≥20'	1	2	3 * X=15'	3 * X ≥20'	1	2	3 * X=15'	3 * X ≥20'		
Œ	4" x 4"	122	244	261	366	98	196	210	294	88	176	188	264	Not Req'd	4' - 0"
SIZE d	4" x 6"	257	514	550	771	205	410	439	615	185	370	396	555	11/2"	5' - 0"
POST b x	6" x 6"	426	852	912	1278	341	682	730	1023	308	616	660	924	2"	5' - 0"
\mathcal{PC}	6" x 8"	779	1558	1669	2337	624	1248	1337	1872	563	1126	1206	1689	3"	7' - 0"

TEMPORARY WOOD POST TABLE*

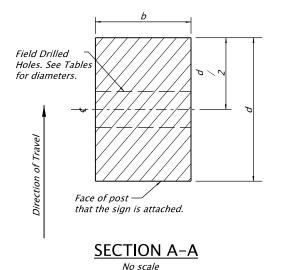
- * Linear Interpolate X*Y*Z 3 post values for signs greater than 15' and less than 20'.
- ** See note 9

General Notes:

- 1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20', 22', 24', 26'.
- 2. Material shall be Douglas Fir No. 1 and according to Section 02110.40.
- 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of temporary signs refer to TM822.
- 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic
- 5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location.
- 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20, and G = 1.14.
- 7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
- 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years.
- 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years.
- 10. Posts protected by barrier or guardrail do not require field drilled holes.
- 11. 4" x 4" posts should not be used in snow plow areas.

Post Embedment Installation:

- 1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate compaction equipment.
- 2. Align the post in the hole to a vertical position.
- The space around the wood post shall be backfilled to finished ground surface.
- Backfill with selected general backfill meeting the requirements of 00330.13.
- 5. Place in layers not greater than 6 inches.
- 6. Solidly ram and tamp the layers into the excavation area around the post.
- Dampen during placement if too dry to compact properly.
- 8. Replace and finish the surface around the post to match the surrounding surface.



Accompanied by dwgs. TM200, TM671, TM822 5850

CALC. BOOK NO. _

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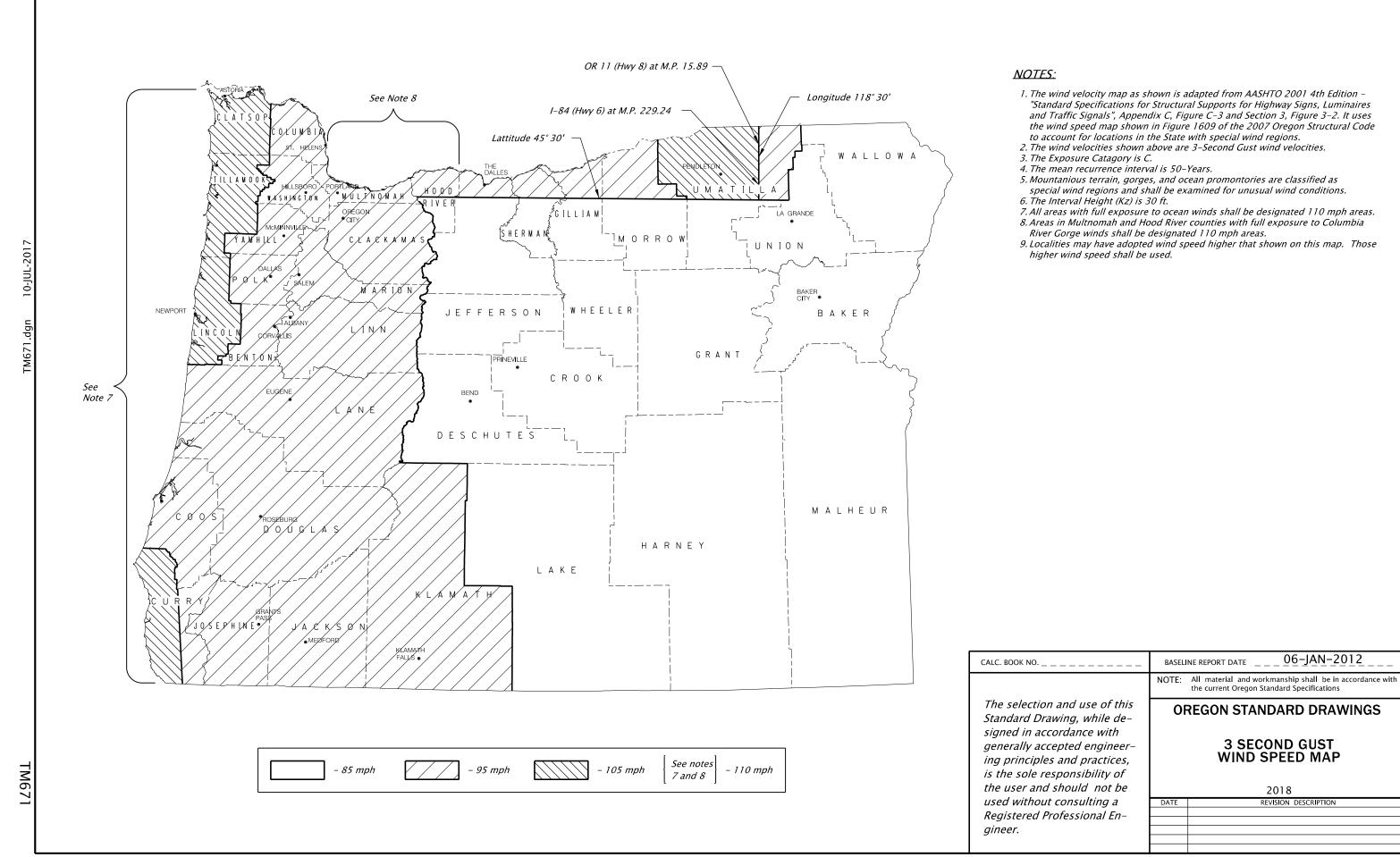
All material and workmanship shall be in accordance with the current Oregon Standard Specifications The selection and use of this **OREGON STANDARD DRAWINGS** Standard Drawing, while designed in accordance with **WOOD POST** generally accepted engineer-**SIGN SUPPORTS** ing principles and practices, is the sole responsibility of the user and should not be 2018 used without consulting a

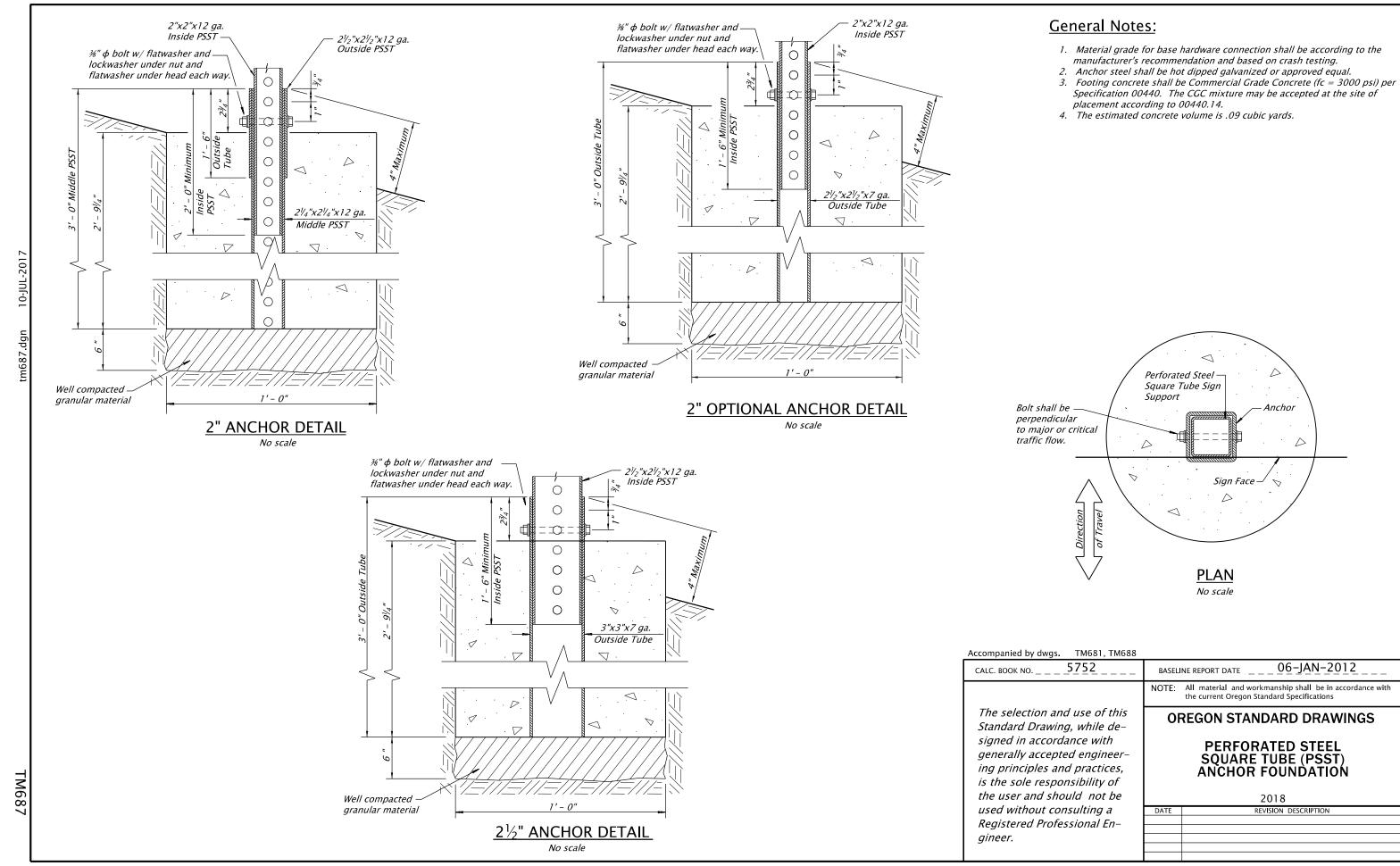
BASELINE REPORT DATE

06-JAN-2017

TM670

Registered Professional En-





TAPER TYPES & FORMULAS					
TAPER	FORMULA				
Merging (Lane Closure)	"L"				
Shifting	"L"/2 or ½"L"				
Shoulder Closure	"L"/3 or ⅓"L"				
Flagging (See Drg. TM850)	50' – 100'				
Downstream (Terminat i on)	Varies (See Drawings)				

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

CONCRETE BARRI	CONCRETE BARRIER FLARE RATE TABLE						
★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 "L" VALUE FOR TAPERS (ft) BUFFER "B" (ft) ★ SPEED (mph) $\frac{W = Lane \text{ or Shoulder Width being closed or shifted}}{W \le 10}$ W = 12 W = 14 W = 16 25 105 125 145 165 75 30 150 180 210 240 100 35 205 245 285 325 125 40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000									
★ SPEED (mph) W = Lane or Shoulder Width being closed or shifted BUFFER "B" (ft) 25 105 125 145 165 75 30 150 180 210 240 100 35 205 245 285 325 125 40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 250 60 1000 1000 1000 285	ΜI	NIMU	JM L	ENG	ΤΗS	TABLE			
★ SPEED (mphh) W ≤ 10 W = 12 W = 14 W = 16 25 105 125 145 165 75 30 150 180 210 240 100 35 205 245 285 325 125 40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	"L	DUESED HDH (C)							
25	A ()	W = Lane o	r Shoulder Wic	Ith being close	ed or shifted	BUFFER "B" (ft)			
30 150 180 210 240 100 35 205 245 285 325 125 40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	SPEED (mph)	W ≤ 10	W = 12	W = 14	W = 16				
35 205 245 285 325 125 40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	25	105	125	145	165	75			
40 265 320 375 430 150 45 450 540 630 720 180 50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	30	150	180	210	240	100			
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50 500 600 700 800 210 55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	40	265	320	375	430	150			
55 550 660 770 880 250 60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	45	450	540	630	720	180			
60 600 720 840 960 285 65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 1000 285	50	500	600	700	800	210			
65 650 780 910 1000 325 70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 1000 285	55	550	660	770	880	250			
70 700 840 980 1000 365 FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 285	60	600	720	840	960	285			
FREEWAYS 55 1000 1000 1000 1000 250 60 1000 1000 1000 1000 285	65	650	780	910	1000	325			
55 1000 1000 1000 1000 250 60 1000 1000 1000 285	70	700	840	980	1000	365			
60 1000 1000 1000 1000 285	FREEWAYS								
	55	1000	1000	1000	1000	250			
65 1000 1000 1000 1000 325	60	1000	1000	1000	1000	285			
	65	1000	1000	1000	1000	325			
70 1000 1000 1000 1000 365	70	1000	1000	1000	1000	365			

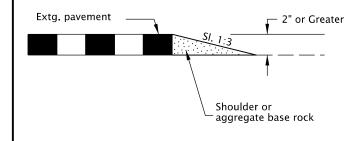
- For Lane closures where W < 10', use "L" value for W = 10'.
- For Shoulder closures where W < 10', use "L" value for W = 10' or calculate "L" using formula, for Speeds \geq 45: L = WS, Speeds < 45: L = $S^2W/60$, S = Speed, W=Width

TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE								
★ SPEED (mph)	Sig	n Spacing	Max. Channelizing					
/	Α	В	C	Device Spacing (ft)				
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				

- Place traffic control devices on 10 ft. spacing for intersection and access radii.
- When necessary, sign spacing may be adjusted to fit site conditions. Limit spacing adjustments to 30% of the "A" dimension for all speeds.

NOTES:

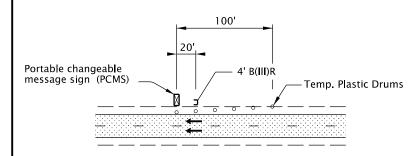
- When paved shoulders adjacent to excavations are less than four feet wide protect longitudinal abrupt edge as shown.
- Use aggregate wedge when abrupt edge is 2 inches or greater.



EXCAVATION ABRUPT EDGE

NOTES:

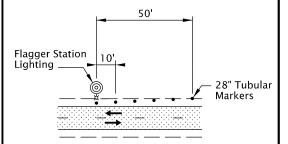
- Install PCMS beyond the outside shoulder, when possible.
- Use the appropriate type of barricade panels for PCMS location. Right shoulder, use Type B(III)R Left shoulder, use Type B(III)L
- Use six drums in shoulder taper on 20' spacing. The drums and barricade may be omitted when PCMS is placed behind a roadside barrier.
- Detail as shown is used for trailered and non-crashworthy components of:
 - Portable Traffic Signals
 - Smart Work Zone Systems



PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) INSTALLATION

NOTES:

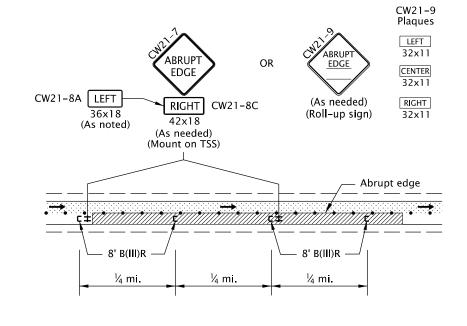
- Install Flagger Station Lighting beyond the outside shoulder, where practical.
- Use six tubular markers in shoulder taper on 10' spacing.
- Place cart / generator / power supply off of the shoulder, as far as practical.



FLAGGER STATION LIGHTING DELINEATION

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) riders with "LEFT" (CW21-8A) riders.
- 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

- GENERAL NOTES FOR ALL TCP 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" unless otherwise shown. Use flourescent orange sheeting for the background of all temporary warning signs.
- Temp. Plastic Drums See TCD Spacing Table for max. spacing.
- • 28" Tubular Markers See TCD Spacing Table for max. spacing.

01-JAN-2019

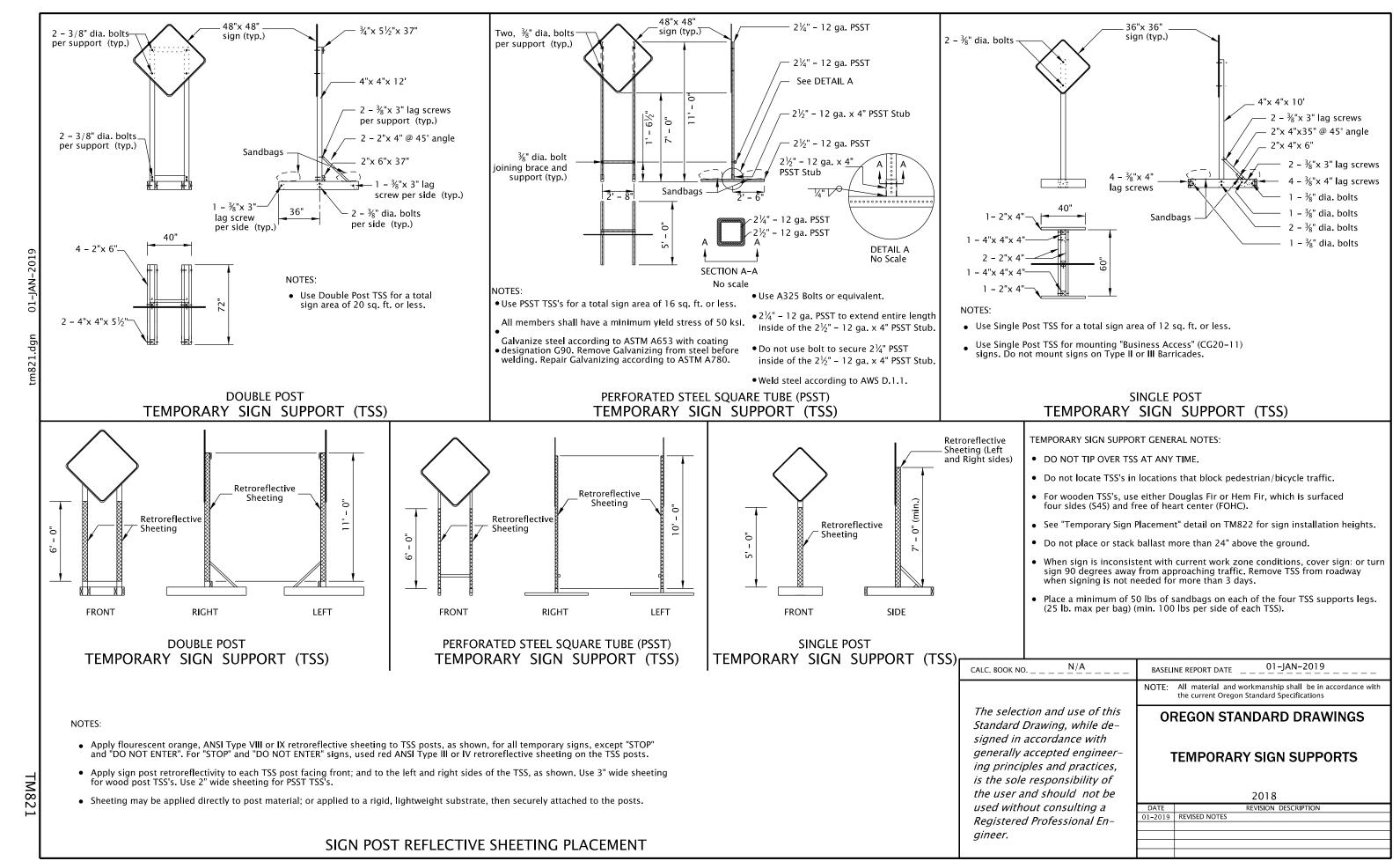
UNDER TRAFFIC

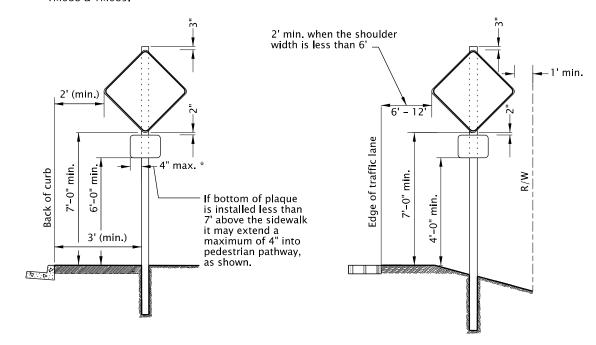
UNDER CONSTRUCTION

- All diamond shaped warning signs mounted on barrier sign supports shall be 36" by 36". All other signs mounted on barrier sign supports shall not exceed 12 sq. ft. in total sign area.
- 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.
- To be accompanied by Drg. Nos. TM820 & TM821.

TM09-01

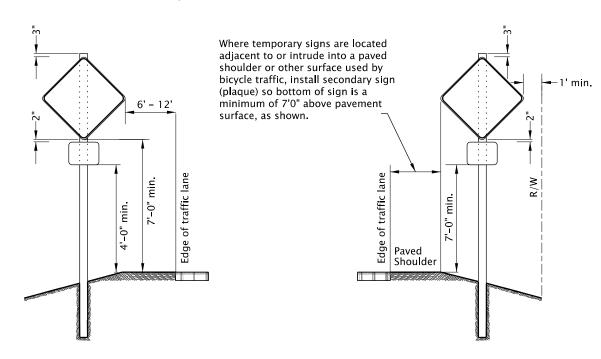
CALC. BOOK NO. _ BASELINE REPORT DATE All material and workmanship shall be in accordance with the current Oregon Standard Specifications The selection and use of this **OREGON STANDARD DRAWINGS** Standard Drawing, while designed in accordance with TABLES, ABRUBT EDGE AND generally accepted engineer-**PCMS DETAILS** ing principles and practices, is the sole responsibility of the user and should not be 2018 used without consulting a REVISION DESCRIPTION Registered Professional Engineer.





URBAN AREAS WITH CURB/SIDEWALK

RURAL AREAS

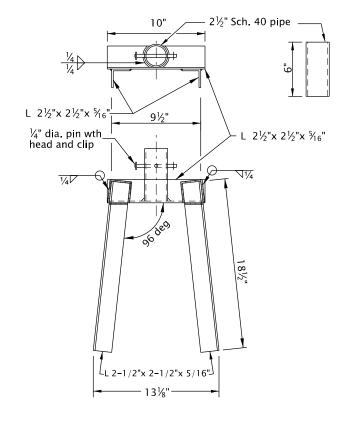


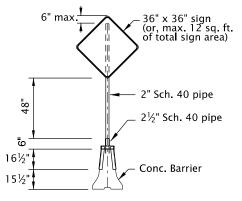
DIVIDED HIGHWAY/FREEWAY MEDIANS NO CURB/SIDEWALK

TM822

RURAL OR URBAN AREAS – CURB OR NO CURB BICYCLES ON SHOULDER

TEMPORARY SIGN PLACEMENT





NOTES:

- Drill additional holes so sign can be rotated 90 degrees and pinned when not in use.
- All structural steel shall conform to ASTM A36.
- Support fits both 32" and 42" tall "F" barrier.
- Use for supporting a maximum 12 sq. ft. of total sign area.
- Place support at connection between two concrete barrier sections.
- Weld steel according to American Welding Society (AWS) D.1.1.
- Do not use clipped signs.

CONCRETE BARRIER SIGN SUPPORT

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. NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications OREGON STANDARD DRAWINGS TEMPORARY SIGN SUPPORTS 2018 DATE REVISION DESCRIPTION 01-2018 REVISED DRAWING 01-2019 REVISED NOTES	calc. book no N/A	BASELINE REPORT DATE01-JAN-2019
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