

# BIDDING DOCUMENTS

**PROJECT:** SLURRY SEAL – BEND MAINTENANCE ZONE

**PROJECT #:** W66094

**BID OPENING:** FEBRUARY 19, 2020

**COMPLETION DATE:** AUGUST 31, 2020

**CONTRACTING AGENCY:**



**ROAD  
DEPARTMENT**

**61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
PHONE: (541) 388-6581  
FAX: (541) 388-2719  
WEB: [www.deschutes.org/road](http://www.deschutes.org/road)**



ROAD  
DEPARTMENT

## BIDDING DOCUMENTS

### SLURRY SEAL – BEND MAINTENANCE ZONE

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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  
SLURRY SEAL – BEND MAINTENANCE ZONE**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27<sup>th</sup> 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 \$200,000 and \$400,000. The Work will consists of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Construct latex-modified emulsified asphalt slurry seal wearing surface.
- 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](mailto: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 27<sup>th</sup> Street, Bend, Oregon 97702 in a sealed envelope plainly marked “BID FOR SLURRY SEAL – BEND MAINTENANCE ZONE” 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 – SLURRY SEAL – BEND MAINTENANCE ZONE” 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: February 5, 2020  
THE BEND BULLETIN: February 5, 2020

## INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

A responsive bid proposal must include the 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.

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

- 5% of the total project bid, but at least \$15,000, or
- \$350,000 regardless of the percentage of the total project bid.

For each subcontractor listed, include:

- The name, address and telephone number of the subcontractor:
- The category of work that the subcontractor would be performing.

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

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

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

Notice – Bidder’s Requirements: Bidders are required to disclose information about certain first-tier subcontractors when the contract value estimated by the contracting Agency for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission or within two working hours after bid closing:

- (a) The subcontractor’s name, and
- (b) The category of work that the subcontractor would be performing.

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

concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

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

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

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

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

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

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

13. **Performance Bond and Payment Bond.** The successful bidder shall file with the County, at the time of execution of the contract, a Performance Bond and a Payment Bond each of not less than the contract price on the forms furnished by the County. The Surety Company furnishing the required bonds shall have a sound financial standing and a record of service satisfactory to the County, and shall be authorized to do business in the

State of Oregon. In lieu of a Performance Bond, the contractor may file cash, a Certified or Cashier's Check made payable to Deschutes County, Oregon. This money, check or certificate will be held by the County conditioned on and subject to the same provisions as set forth in the attached Performance Bond. ORS 279C.380 allows no flexibility for a cash deposit in lieu of a Payment Bond.

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

14. **Required Public Works Bond.** Before starting work on this project the Contractor and every subcontractor to which Contractor is a party for the performance of work under this contract must have a public works bond filed with the Construction Contractors Board, 700 Summer St. NE, Suite 300, Salem, Oregon 97309-5052, before starting work on the project, unless exempt under section 2 (7) or (8) of 2005 Oregon Laws Chapter 360 ORS 279C.836(7) or (8). Every subcontract to which Contractor is a party for the performance of work under this contract shall contain a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on this project, unless exempt under ORS 279C.836 (7) or (8) section 2 (7) or (8) of 2005 Oregon Laws Chapter 360.
15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the bid bond accompanying the bid shall be forfeited, the proceeds paid to the County, and the award withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and the work is re-advertised.
16. **Disclaimer of Responsibility.** Neither the County nor the Road Department Director will be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from the drawings, specifications, or other pre-bid documents, or be in doubt as to their meaning, he shall notify the County at least seven (7) calendar working days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications, which, if issued, will be hand delivered or sent by regular mail, email and fax to all prospective bidders receiving a set of such documents, not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become part of the Agreement.
17. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish. Licensing shall include without limitation registration with Construction Contractors Board and in the case of professional engineers and architects proof of current licensing with the appropriate State licensing board.



18. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
- a. Each Bid must be submitted on forms furnished by the County, and include a complete set of contract documents.
  - b. Each Bid must be signed by the bidder.
  - c. Bid security, in the required form and amount, must accompany each bid.
  - d. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
  - e. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Road Department Director at the time and place specified for bid opening.
  - f. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
  - g. A conditional bid will not be considered.
  - h. Any bid submitted without all of the pages of the bid documents, but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, shall be deemed to have been submitted with the missing pages for purposes of bid evaluation. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.
20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Road Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.

22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact Cody Smith, County Engineer, in writing at [cody.smith@deschutes.org](mailto:cody.smith@deschutes.org) or 61150 SE 27<sup>th</sup> 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 successful bidders and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the contract. Bidders shall be licensed with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468.710.
24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

**BID PROPOSAL FORM**  
**SLURRY SEAL – BEND MAINTENANCE ZONE**

\_\_\_\_\_

BIDDER NAME

\_\_\_\_\_

CCB#

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY

\_\_\_\_\_

STATE

\_\_\_\_\_

ZIP CODE

\_\_\_\_\_

CONTACT NAME

\_\_\_\_\_

CONTACT PHONE NUMBER

\_\_\_\_\_

CONTACT EMAIL ADDRESS

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

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

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

Bidder declares that (check appropriate box):

Bidder is a resident bidder of the State of Oregon.

Bidder is a nonresident bidder from the State of \_\_\_\_\_.

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

The Bidder further agrees that if this Proposal is accepted, Bidder will, within 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 undersigned has set hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NAME OF CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**(SCHEDULE OF BID ITEMS TO FOLLOW)**

DESCHUTES COUNTY, OREGON

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 00200 - Temporary Features and Appurtenances</u>						
001	00210	Mobilization	LS	1	\$ _____	\$ _____
002	00225	Temporary Work Zone Traffic Control, Complete	LS	1	\$ _____	\$ _____
<u>Part 00700 - Wearing Surfaces</u>						
003	00706	Slurry Seal, Type II, LM CQS-1H	SQYD	140300	\$ _____	\$ _____
<b>TOTAL BID:</b>						_____

<b>FOR DESCHUTES COUNTY USE ONLY</b>	ADD _____ % FOR NON-RESIDENT BIDDER _____
	TOTAL BID _____

The Bidder acknowledges receipt of the following Addenda: (insert addenda numbers)

No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_ No.\_\_\_\_

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: SLURRY SEAL – BEND MAINTENANCE ZONE

Bid #: W66094      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 non-responsive bid will not be considered for award.

Form submitted by

Bidder name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_

\_\_\_\_\_ ,

hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_ ,

a corporation duly organized under the laws of the State of \_\_\_\_\_ ,

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ , in the State of \_\_\_\_\_ ,

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

County of Deschutes, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

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

The condition of this Bond is that, whereas, the Principal is submitting a bid proposal for the SLURRY SEAL – BEND MAINTENANCE ZONE project hereby made a part hereof;

NOW THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the contract be awarded to said Principal, and if the said Principal shall execute the proposed contract and shall furnish the Performance and Payment Bond as required by the bidding and contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SURETY:

CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACT**  
**FOR**  
**SLURRY SEAL – BEND MAINTENANCE ZONE**

THIS CONTRACT is made and entered into, in duplicate, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

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 COUNTY has caused this agreement to be signed in its name, by its Board of County Commissioners, duly attested by its Recording Secretary; and the said Contractor has caused this Agreement to be signed and sealed the same as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**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 # \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

“Principal”, and \_\_\_\_\_  
(Name of Surety)

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

hereinafter called “Owner”, in the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**SLURRY SEAL – BEND MAINTENANCE ZONE**

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 instrument is executed in two counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(SEAL)

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

(SEAL)

**SURETY:** \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

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

Bond # \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership, or Individual)

“Principal”, and \_\_\_\_\_  
(Name of Surety)

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

hereinafter called “Owner”, in the penal sum of \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**SLURRY SEAL – BEND MAINTENANCE ZONE**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

(SEAL)

**SURETY:** \_\_\_\_\_

*[Add signatures for each surety if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

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

# **SPECIAL PROVISIONS**

**PROJECT: SLURRY SEAL – BEND MAINTENANCE ZONE**

**PROJECT #: W66094**


**CONTRACTING AGENCY:**



**ROAD  
DEPARTMENT**

**61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
PHONE: (541) 388-6581  
FAX: (541) 388-2719  
WEB: [www.deschutes.org/road](http://www.deschutes.org/road)**

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 83448PE OREGON NOVEMBER 10, 2009 CODY C. SMITH</p> <p>EXPIRATION DATE: <u>6-30-2020</u></p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections <u>00210 through 00706</u></p>
<p>Date Signed: <u>2-3-2020</u></p>	

**SPECIAL PROVISIONS**

**WORK TO BE DONE**

The work to be done under this contract consists of the following on the Slurry Seal – Bend Maintenance Zone project:

1. Install and maintain temporary traffic control.
2. Construct latex-modified emulsified asphalt slurry seal wearing surface.
3. 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](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 not begin On-Site Work before June 8, 2020, unless approved by the Engineer. The Contractor shall complete all Work to be done under the Contract not later than August 31, 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.

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

[http://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](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.

**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:

**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:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
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 non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

**(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:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Time .....	00180.50(h)
Closed Lanes .....	00220.40(e)(1)

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

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

The Contractor shall not begin On-Site Work before June 8, 2020, unless approved by the Engineer.

**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 August 31, 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/de-escalation, bonuses, or other items decided by the Agency.

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

**00195.50(c-3) Bonds 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:

**00220.03(b) Closures** – Add the following bullet:

- **Driveways and Street Parking** – A minimum of 7 calendar days before closure. Place “No Parking” signs identifying the date of the closure along street parking areas.

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

One or more Traffic Lanes 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.

### **SECTION 00706 - EMULSIFIED ASPHALT SLURRY SEAL SURFACING**

Comply with Section 00706 of the Standard Specifications modified as follows:

**00706.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of applying one or more layers of slurry seal consisting of latex-modified Emulsified Asphalt, water, Aggregate, and additives on a prepared surface at the following locations, or as directed:

SLURRY SEAL – BEND MAINTENANCE ZONE  
 DESCHUTES COUNTY, OREGON

**SPECIAL PROVISIONS**

Road Name	Beginning	End	Length (MI)	Width (FT)	Area (SY)
BUNCHGRASS CT	BUNCHGRASS PL	END	0.03	25	440.00
BUNCHGRASS PL	BRADETICH LP	END	0.08	25	1173.33
BELKNAP DR	END	END	0.17	24	2393.60
BRADETICH LP	EAGLE RD	EAGLE RD	0.42	25	6160.00
KEYTE LN	EAGLES RD	PEARL LN	0.19	24	2675.20
PEARL LN	HYDE LN	KEYTE LN	0.12	24	1689.60
HYDE LN	EAGLES RD	END	0.25	24	3520.00
LYDIA DR	BRADETICH LP	END	0.04	25	586.67
CLYDE LN	BUTLER MKT RD	END	0.24	24	3379.20
FLORENCE DR	BUTLER MKT RD	END	0.25	24	3520.00
PARKER LN	PETERMAN LN	END	0.12	25	1760.00
PETERMAN LN	BUTLER MKT RD	END	0.32	25	4693.33
LOS SERRANOS DR	HAMBY RD	END	0.65	24	9152.00
LOMA VISTA DR	LOS SERRANOS DR	END	0.28	24	3942.40
EASTMONT DR	END	END	0.28	24	3942.40
MONTARA DR	LOS SERRANOS DR	END	0.87	24	12249.60
PARK WAY	FLORENCE DR	END	0.10	20	1173.33
STUB PL	HAMBY RD	END	0.06	21	739.20
PALOMA DR	HAMBY RD	END	0.55	27	8712.00
EAST STEM PL	HAMBY RD	END	0.06	21	739.20
BLACKFOOT TRAIL	CHISHOLM TRAIL	END	0.12	24	1689.60
BRASADA WAY	BARLOW TRAIL	END	0.30	24	4224.00
BARLOW TRAIL	CHISHILM TRAIL	BUTTERFIELD TRAIL	0.35	24	4928.00
BOZEMAN TRAIL	BUTTERFIELD TRAIL	END	0.34	24	4787.20
DAKOTA TRAIL	BUTTERFIELD TRAIL	END	0.20	24	2816.00
BUTTERFIELD TRAIL	GROFF RD	BARLOW TRAIL	0.87	24	12249.60
BUTTERFIELD TRAIL	BARLOW TRAIL	END	0.17	24	2393.60
SUNRIDGE DR	END	END	0.35	24	4928.00
KONA DR	CHICKASAW WAY	SUNRIDGE DR	0.15	24	2112.00
CHICKASAW WAY	BUTTERFIELD TRAIL	END	0.54	24	7603.20
FRONTIER WAY	CHISHOLM TRAIL	END	0.09	24	1267.20
DROVER WAY	CHISHOLM TRAIL	END	0.10	24	1408.00
CROCKETT WAY	CHISHOLM TRAIL	END	0.04	24	563.20
RANGER WAY	CHISHOLM TRAIL	END	0.05	24	704.00
CHISHOLM TRL	GROFF RD	END	1.13	24	15910.40

**00706.10 Emulsified Asphalt** – Replace this subsection with the following:

**00706.10 Emulsified Asphalt** - Furnish LM CQS-1H latex-modified emulsified asphalt meeting the following requirements:

TEST ON EMULSION	TEST METHOD	LIMITS
Viscosity at 77° F, Saybolt-Furol	AASHTO T 59	20-100 sec.
Sieve Test, % retained on No. 20 Sieve	AASHTO T 59	0.10 maximum
Particle charge, Electroplate	AASHTO T 59	POSITIVE
Residue by Distillation	AASHTO T 59	62% minimum
Settlement (Storage Stability), 24 hour	AASHTO T 59	1% maximum

TEST ON RESIDUE	TEST METHOD	LIMITS
Softening point (ring & ball)	AASHTO T 53	135°F minimum
Penetration at 77° F (25 °C)	AASHTO T 49	40 – 90 minimum
Ductility at 77° F (25 °C)	AASHTO T 51	15.7 in. minimum
Elastic Recovery	AASHTO T 240	25% minimum

**00706.11 Polymer Modified Emulsion** – Replace this subsection with the following:

**00706.11 Latex-Modified Emulsion** - Furnish LM-CQS-1h latex-modified emulsion. Combine the latex modifier with the base asphalt or asphalt emulsion, prior to loading at the manufacturing plant, at the minimum rate of 2.5 to 3 percent solids by weight of asphalt. The latex modified emulsion shall be compatible with the mix design developed for the conventional slurry seal. Each shipment of Emulsified Asphalt shall be accompanied by a certificate of analysis or certificate of compliance from the manufacturer.

**00706.12 Aggregate** – Add the following to the end of this subsection:

Test gradation in accordance with AASHTO T 27 and AASHTO T 11. Provide aggregate meeting the following requirements:

TEST	TEST METHOD	LIMITS
Sand Equivalent	AASHTO T 176	60 minimum
Soundness by use of Sodium Sulfate	AASHTO T 104	15% maximum
Abrasion	AASHTO T 96	30% maximum

**00706.16 Tolerances and Limits** - Replace the bullet that begins “The slurry consistency shall not...” with the following bullet:

- The slurry consistency shall not vary more than plus or minus 0.2 inch from the job mix formula after field adjustments.

**00706.23 Rollers** – Delete this subsection.

**00706.41(c) Crack Sealing** – Delete this subsection.

**00706.43 Application Rate** – Replace this subsection, except for the subsection number and title, with the following:

The minimum application rate of dry Aggregate per square yard will be determined by the Engineer. The depth of the slurry seal shall be sufficient to correct surface conditions, fill surface voids, and provide sealing and minimum wearing surface. The maximum allowable vehicle speed for the rate of application shall be 180 feet per minute.

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. Application rates are determined by the weight of dry aggregate. The average application rate shall be in accordance with the following table:

<b>Aggregate Type</b>	<b>Recommended Use</b>	<b>Application Rate</b>
TYPE I	Parking Area, urban and Residential Streets, Airport Runways	8 – 12 lb/yd <sup>2</sup>
TYPE II	Urban and Residential Streets, Airport Runways	14 – 18 lb/yd <sup>2</sup>
TYPE III	Primary and Interstate Routes	18 – 24 lb/yd <sup>2</sup>

Determine the actual application rates through means approved by the Engineer. The application rate should be continually monitored during production. Failure to demonstrate proper rate of application will result in suspension of the work until the Contractor can demonstrate otherwise, at no additional cost to the Agency.

Furnish a report to the Engineer demonstrating the average application rate for each work shift, by the end of the following work shift.

**00706.48 Rolling** - Delete this subsection.

**00706.51 Provisions for Traffic** – Replace the first paragraph with the following:

Notify all affected property owners and tenants along the streets and side streets according to the approved schedule, or an approved revision of the schedule, 48 hours prior to the specific work.

**00706.80 Measurement** - Replace the first sentence with the following:

No measurement will be made for crack sealing.

Add the following paragraph to the end of this subsection:

The areas shown in 00706.00 are approximations. The Contractor shall be responsible for the measurement of the areas covered. In the event that there is a discrepancy between the quantities shown in 00706.00 and the actual quantities measured, the burden of proof shall fall to the contractor.

**00706.90 Payment** – Replace the list of pay items with the following:

<b>Pay Item</b>	<b>Unit of Measure</b>
Slurry Seal, Type II, LM CQS-1H.....	Square Yard