

BIDDING DOCUMENTS

PROJECT: POWELL BUTTE HWY/BUTLER MARKET RD
INTERSECTION IMPROVEMENT

PROJECT #: W66117

BID OPENING: JANUARY 24, 2024

COMPLETION DATE: SEPTEMBER 30, 2024

CONTRACTING AGENCY:



**ROAD
DEPARTMENT**

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



ROAD
DEPARTMENT

BIDDING DOCUMENTS

**POWELL BUTTE HWY/BUTLER MARKET RD
INTERSECTION IMPROVEMENT**

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PROJECT PLANS, TITLED "DESCHUTES COUNTY, POWELL BUTTE HIGHWAY / BUTLER MARKET ROAD INTERSECTION IMPROVEMENT PROJECT, DECEMBER 2023"

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2024

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

**DESCHUTES COUNTY, OREGON
ROAD DEPARTMENT
INVITATION TO BID
POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT**

Sealed bids will be received at the Deschutes County Road Department, 61150 SE 27th Street, Bend, Oregon 97702, until but not after, **2:00 p.m. on January 24, 2024**, 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 a combination of Earthwork and Drainage or Asphalt Concrete Paving and Oiling. The value for this Contract is estimated to be between \$1,700,000.00 and \$2,100,000.00. The Work will consist of, but not be limited to, the following:

- Install and maintain temporary traffic control.
- Perform earthwork and drainage.
- Construct aggregate base and shoulders.
- Construct asphalt concrete pavement.
- Construct PCC concrete curbs and ADA ramps
- Construct stormwater catch basins and conveyance pipes
- Install fences.
- Install permanent signs and permanent pavement markings.
- Install illumination.
- 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 <https://www.deschutescounty.gov/rfps>. Inquiries pertaining to these specifications shall be directed to Blaine Wruck, Transportation Engineer, in writing at Blaine.Wruck@deschutescounty.gov or the address above.

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

Bidders must submit a Subcontractor Disclosure Statement. The subcontractor disclosure statement may be submitted in the sealed bid prior to 2:00 p.m. on January 24, 2024 or in a separate sealed envelope marked "SUBCONTRACTOR DISCLOSURE STATEMENT - POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT" prior to 4:00 p.m. on January 24, 2024 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.838 and 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 and/or sustainably sourced 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: December 27, 2023
THE BEND BULLETIN: December 27, 2023

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

(A) The subcontractor's name;

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

(C) The dollar value of the subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Email: blaine.wruck@deschutescounty.gov; or

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

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

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

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

BID PROPOSAL FORM

POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT

BIDDER NAME

CCB#

ADDRESS

CITY

STATE

ZIP CODE

CONTACT NAME

CONTACT PHONE NUMBER

CONTACT EMAIL ADDRESS

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

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

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

The Bidder declares that (check appropriate box):

Bidder is a resident bidder of the State of Oregon.

Bidder is a nonresident bidder from the State of _____.

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

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

The Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property

damage. The Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

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

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

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

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

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

(SIGNATURE PAGE TO FOLLOW)

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set hand this _____ day of _____, 2024.

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 _____, 2024.

NAME OF CORPORATION

By: _____

Title: _____

Attest: _____

(SCHEDULE OF BID ITEMS TO FOLLOW)

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 00200 - Temporary Features And Appurtenances</u>						
001	00210	Mobilization	LS	1	\$ _____	\$ _____
002	00221	Temporary Protection And Direction Of Traffic	LS	1	\$ _____	\$ _____
003	00223	Automated Flagger Assistance Device	EACH	2	\$ _____	\$ _____
004	00229	Smart Work Zone System	LS	1	\$ _____	\$ _____
005	00280	Erosion Control	LS	1	\$ _____	\$ _____
006	00290	Pollution Control Plan	LS	1	\$ _____	\$ _____
<u>Part 00300 - Roadwork</u>						
007	00305	Construction Survey Work	LS	1	\$ _____	\$ _____
008	00310	Removal Of Structures And Obstructions	LS	1	\$ _____	\$ _____
009	00310	Removal Of Surfacing	SQYD	7240	\$ _____	\$ _____
010	00310	Asphalt Pavement Sawcutting	FOOT	265	\$ _____	\$ _____
011	00320	Clearing And Grubbing	LS	1	\$ _____	\$ _____
012	00330	Embankment In Place	CUYD	6400	\$ _____	\$ _____
013	00350	Subgrade Geotextile	SQYD	8650	\$ _____	\$ _____
014	00350	Subgrade Reinforcement Geogrid	SQYD	8650	\$ _____	\$ _____
015	00390	Loose Riprap, Class 50	CUYD	15	\$ _____	\$ _____
<u>Part 00400 - Drainage And Sewers</u>						
016	00445	8 Inch Storm Sewer Pipe, 5 foot Depth	FOOT	310	\$ _____	\$ _____
017	00470	Concrete Inlets, Type G-2	EACH	10	\$ _____	\$ _____
<u>Part 00600 - Bases</u>						
018	00641	3/4 Inch - 0 Aggregate Base	TON	4000	\$ _____	\$ _____
019	00641	Aggregate Shoulders	TON	675	\$ _____	\$ _____
<u>Part 00700 - Wearing Surfaces</u>						
020	00744	Level 3, 1/2 Inch ACP Mixture, PG 70-28ER	TON	900	\$ _____	\$ _____
021	00744	Level 3, 1/2 Inch ACP Mixture, PG 64-28	TON	2960	\$ _____	\$ _____
022	00744	Level 2, 1/2 Inch ACP Mixture, PG 64-28	TON	140	\$ _____	\$ _____
023	00759	Concrete Curbs, High Strength, Low Profile Mountable Curb	FOOT	2750	\$ _____	\$ _____
024	00759	Concrete Curbs, High Strength, Low Profile Mountable Curb, Truck Apron	FOOT	350	\$ _____	\$ _____
025	00759	Concrete Curbs, High Strength, Wide Modified	FOOT	260	\$ _____	\$ _____
026	00759	6-Inch Thick, Pigmented Concrete Surfacing	SQFT	14600	\$ _____	\$ _____
027	00759	8-Inch Thick, Pigmented Concrete Surfacing	SQFT	4150	\$ _____	\$ _____
028	00759	Concrete Walks	SQFT	950	\$ _____	\$ _____
029	00759	Extra For New Curb Ramps	EACH	12	\$ _____	\$ _____
030	00759	Truncated Domes On New Surfaces	SQFT	240	\$ _____	\$ _____
<u>Part 00800 - Permanent Traffic Safety And Guidance Devices</u>						
031	00855	Bi-Directional Yellow Type IAR Markers, Recessed	EACH	52	\$ _____	\$ _____
032	00856	Permanent Surface Mounted Tubular Markers	EACH	39	\$ _____	\$ _____
033	00865	Thermoplastic, Sprayed, Surface, Non-Profiled	FOOT	8600	\$ _____	\$ _____
034	00867	Pavement Legend, Type B-HS: Arrows	EACH	3	\$ _____	\$ _____
035	00867	Pavement Legend, Type B-HS: Bicycle Lane Stencil	EACH	4	\$ _____	\$ _____
036	00867	Pavement Bar: Type B-HS	SQFT	350	\$ _____	\$ _____
037	00867	Pavement Legend, Type B-HS: Yield Line Triangle	EACH	18	\$ _____	\$ _____
038	00867	Pavement Legend, Type B-HS: Transverse Speed Reduction Marker	EACH	120	\$ _____	\$ _____

ITEM NO.	SPEC SECTION	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<u>Part 00900 - Permanent Traffic Control And Illumination Systems</u>						
039	00905	Remove Existing Signs	LS	1	\$ _____	\$ _____
040	00905	Remove And Reinstall Existing Signs	LS	1	\$ _____	\$ _____
041	00920	Sign Support Footings	LS	1	\$ _____	\$ _____
042	00930	Perforated Steel Square Tube Slip Base Sign Supports	LS	1	\$ _____	\$ _____
043	00940	Signs, Standard Sheeting, Sheet Aluminum	SQFT	239	\$ _____	\$ _____
044	00970	Pole Foundations	LS	1	\$ _____	\$ _____
045	00970	Switching and Conduit	LS	1	\$ _____	\$ _____
<u>Part 01000 - Right Of Way Development And Control</u>						
046	01012	Water Quality Mixture	CUYD	860	\$ _____	\$ _____
047	01030	Permanent Seeding	ACRE	1.6	\$ _____	\$ _____
048	01040	Rock Mulch	TON	510	\$ _____	\$ _____
049	01050	Type 1-5W Fence	FOOT	966	\$ _____	\$ _____

TOTAL BID: _____

FOR DESCHUTES COUNTY USE ONLY	ADD _____ % FOR NON-RESIDENT BIDDER	
	TOTAL BID	_____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: POWELL BUTTE HWY/BUTLER MARKET RD
INTERSECTION IMPROVEMENT

Bid #: W66117 Bid Closing Date: January 24, 2024 Time: 2:00 P.M.

Name of Bidding Contractor: _____

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

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

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

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

Form submitted by

Bidder name: _____

Contact name: _____ Phone number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ ,

hereinafter called the Principal, and _____

_____ ,

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

having its principal place of business at _____

_____ , in the State of _____ ,

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

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

_____ DOLLARS (\$ _____),

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

The condition of this Bond is that, whereas, the Principal is submitting a bid proposal for the POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT 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 _____, 20__.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

CONTRACT

FOR

POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT

THIS CONTRACT is made and entered into, this _____ day of _____, 2024, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereinafter called "County", and _____, an Oregon corporation, hereinafter called "Contractor."

WITNESSTH:

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

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

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

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

(SIGNATURE PAGE TO FOLLOW)

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

CONTRACTOR

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

BY: _____

ANTHONY DEBONE, CHAIR

TITLE: _____

PATTI ADAIR, VICE CHAIR

DATE: _____

PHIL CHANG, COMMISSIONER

ATTEST:

RECORDING SECRETARY

APPROVED AS TO CONTENT:

ROAD DEPARTMENT DIRECTOR

APPROVED AS TO FORM:

COUNTY LEGAL COUNSEL

INFORMATION ONLY

Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

“Principal”, and _____
(Name of Surety)

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

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

_____ Dollars, \$(_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT

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 _____ 2024.

(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 _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

POWELL BUTTE HWY/BUTLER MARKET RD INTERSECTION IMPROVEMENT

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 _____, 2024.

(SEAL)

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

(SEAL)

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

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

Name

Signature

Address

City State Zip

Phone Fax

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

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

Deschutes County:

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

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

Insurance Company Name _____

ID/Policy Number _____

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

ID number as assigned by the
Workers' Compensation Division _____

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

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

Dated _____, 20__

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

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

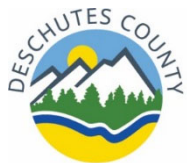
For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.

SPECIAL PROVISIONS

PROJECT: **POWELL BUTTE HWY/BUTLER MARKET RD
INTERSECTION IMPROVEMENT**

PROJECT #: **W66117**


CONTRACTING AGENCY:




**ROAD
DEPARTMENT**

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

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>RENEWS: JUNE 29, 2024</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, 00220, 00221, 00223, 00224, 00225, 00228, 00280, 00290, 00305, 00310, 00320, 00330, 00340, 00350, 00390, 00405, 00440, 00445, 00470, 00641, 00730, 00744, 00749, 00759, 01012, 01030, 01040, 01050, 02001, 02010, 02020, 02030, 02035, 02040, 02045, 02050, 02320, 02690</u></p>
<p>Date Signed: <u>NOVEMBER 10, 2023</u></p>	

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>EXPIRES: 12/31/23</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>00220, 00221, 00222, 00223, 00224, 00228, 00850, 00855, 00856, 00865, 00867, 00905, 00920, 00930, 00940, 00960, 00970, 02560, 02910, 02926</u></p>
<p>Date Signed: <u>9/26/23</u></p>	

SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this contract consists of the following on the Powell Butte Hwy / Butler Market Rd Intersection Improvement project:

1. Install and maintain temporary traffic control.
2. Perform earthwork and drainage.
3. Construct aggregate base and shoulders.
4. Construct asphalt concrete pavement.
5. Construct PCC concrete curbs and ADA ramps
6. Construct stormwater catch basins and conveyance pipes
7. Install fences.
8. Install permanent signs and permanent pavement markings.
9. Install illumination.
10. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

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

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

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

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

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, 2023.

CLASS OF WORK

The Class of Work for this Project is a combination of Earthwork and Drainage or Asphalt Concrete Paving and Oiling.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- Deschutes County Bids and RFPs website:
www.deschutescounty.gov/rfps
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Oregon Trucking Online - "Highway Restriction Notice - Size and/or Weight" (Form No. 734-2357)
www.oregontruckingonline.com/cf/MCAD/pubMetaEntry/restriction/
- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

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

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

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

Each request shall include both the name of the person ordering or obtaining the Solicitation Documents, and the name of the Entity intending to use them. The Agency will add the name of the Entity intending to use the Solicitation Documents to the list of Holders of 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 for Construction 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, bear title and date as follows:

DESCHUTES COUNTY, POWELL BUTTE HIGHWAY / BUTLER MARKET ROAD
INTERSECTION IMPROVEMENT PROJECT, DECEMBER 2023

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

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

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

- Payment and Performance Bond Forms (for review only)
- Certification of Workers' Compensation Coverage Form (for review only)

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

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

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

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

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

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

Delete the last paragraph.

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

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

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

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

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

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

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

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

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

Delete the third bulleted item.

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

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

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

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

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

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

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

Delete the third bullet point.

00120.60(b) Electronic Bids – Delete this subsection.

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

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

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

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

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 – AWARD AND EXECUTION

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

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

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

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

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

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

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

The Agency will not consider late protests.

00130.50 Execution of Contract and Bonds:

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

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

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

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

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

00150.15(b) Agency's Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

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

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

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

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Person's Name, Email, and Phone Number
Pacific Power	Bradly Robinson Bradly.Robinson@pacificcorp.com 541-388-7129
Lumen	Trevor Gilbert Trevor.W.Gilbert@lumen.com 458-231-3146
Central Electric Cooperative	Lance Wooderson lwooderson@cec.coop 541-312-7738
LS Networks	Phil Tracy ptracy@lsnetworks.net 541-526-3026 Craig Redelings credelings@lsnetworks.net 541-527-1606
TDS	Chester Parker chester.parker@tdstelecom.com 541-480-8963
Zayo	Dan Barcomb dan.barcomb@zayo.com 509-727-3345

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Utilities may require an on-site observer, at no cost to the Contractor.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment – Replace the first bullet with the following:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases. Maximum speeds of construction equipment shall be limited to 25 mph unless otherwise approved by the Agency.

SECTION 00160 – SOURCE OF MATERIALS

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

00160.30 Agency-Furnished Materials – Add the following paragraph:

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

00160.40 Agency-Furnished Sources– Add the following paragraph:

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

SECTION 00165 - QUALITY OF MATERIALS

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

00165.03 Testing by Agency – Delete this subsection.

00165.04 Costs of Testing – Delete this subsection.

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

This is a Type D project.

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

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

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

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.08 Electronic Document Management - Delete this subsection.

Add the following subsection:

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

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

The applicable prevailing wage rates for this project are the most recent version published by the Oregon Labor and Industries at the time the Project was initially advertised (Prevailing Wage Rates for Public Works Contracts and October 5, 2023 Amendment). The wage rates can be found at the following web address:

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

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

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$5,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

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

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

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

Add the following as Additional Insureds under the Contract:

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

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

As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish

Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List "Deschutes County and its officers, agents, employees, and volunteers and the Deschutes County Board of Commissioners" as a Certificate holder and endorse as an Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.
- Be endorsed with a waiver of subrogation endorsement for Workers' Compensation, waiving the insured's right of subrogation against the Agency.

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

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

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

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Road Closure	00220.40(f)
Noise Control	00290.32
Opening Sections to Traffic	00744.51

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

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

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

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than September 30, 2024.

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

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

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

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

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

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

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

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

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

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

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

Delete the fifth paragraph.

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

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:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a Roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install Surfacing, and open the Roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the Roadway.
- During stage construction, provide continuous 24-hour flagger operation, with a minimum of two flaggers. Occupy the advance flagger stations, as directed.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00222.40. Keep the signs in place for 30 Calendar Days after completing the modifications.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either

side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

00220.02(c) Bicyclists - Add the following to the end of the bulleted list:

- During flagging and pilot car operations, allow bicycles to clear the work zone before allowing oncoming traffic to enter the work zone.

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):

- Phase 2: Up to fifteen (15) consecutive days, one traffic lane (southbound) on Powell Butte Highway utilizing 24-hour flagging or automated traffic control station.
- Phase 3: Up to fifteen (15) consecutive days, one traffic lane (northbound) on Powell Butte Highway utilizing 24-hour flagging or automated traffic control station.

Add the following subsection:

00220.40(f) Road Closure - The Contractor will be permitted to close all Traffic Lanes on the following roadways, non-concurrently, for up to the indicated durations:

Butler Market Road between Powell Butte Highway and approximately 600 feet to the west for up to six (6) months for roundabout construction. The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00220.

00220.90 Payment – Add the following to the end of this subsection:

Liquidated damages will be assessed against the Contractor in the amount of \$500 per Day, or portion thereof, that exceed the allowed closure periods in 00220.40(e)(1) as a result of the Contractor's operations.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

- (a) Traffic Control Plan** - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
 - Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.80(a) Separate Items - Replace this subsection, except subsection number and title, with the following:

The quantities for work zone TCM and TCD will be measured according to 00223.80. No measurement of quantities will be made for work items in 00222.80, 00224.80, 00225.80, 00226.80, 00227.80, and 00228.80.

00221.90(a) Pay Quantities - Replace this subsection, except subsection number and title, with the following:

The accepted quantities of work zone TCM and TCD will be paid for according to 00223.90. No payment will be made for work items in 00222.90, 00224.90, 00225.90, and 00228.90.

00221.90(b) Temporary Protection and Direction of Traffic - Add the following bullets to the end of the bullet list:

- Furnishing, installing, maintaining, moving, and removing temporary TCD devices, including but not limited to, temporary signs, portable changeable message signs, temporary plastic drums, and temporary barricades.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the Powell Butte Highway and Butler Market Road Highway, 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 $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- Install a "24 HR FLAGGING AHEAD" (CW20-9) sign in each direction approximately 250 feet prior to the "BE PREPARED TO STOP" sign. Remove the temporary signs when 24-hour flagging is no longer required, or as directed.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 500 feet in advance of Powell Butte Highway Butler Market Road intersection, facing northbound, southbound, and eastbound incoming traffic, prior to opening each respective leg of the roundabout to traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after opening the roundabout to all-way traffic.
- For paving operations on non-freeways, place "ABRUPT EDGE" (CW21-9) and "ROAD WORK XX MPH" (CW20-1a) signs as shown. Use an "XX" value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the "ABRUPT EDGE" signs.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.
- Install a "Bicycle ON ROADWAY" (CW11-1) symbol sign and a 24 by 18-inch "NEXT XX MILES" (W7-3aP) plaque according to "Sign Spacing A", from the "TRAFFIC CONTROL DEVICES SPACING TABLE" shown on the Standard Drawings, after the "ROAD WORK AHEAD" sign. Install a "Bicycle ON ROADWAY" symbol sign on 1 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

00222.45(b) Portable Changeable Message Signs - Add the following bullet to the end of this subsection:

- At least 14 Calendar Days before the closure of Butler Market Rd, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
BUTLER	(DATE)
MKT RD	TO
CLOSED	(DATE)

00222.80(a) Area Basis - Add the following to the end of the paragraph that begins "Temporary signs will...":

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

No measurement of quantities will be made for "WAIT FOR PILOT CAR" (CR4-20) or (CR4-20a) signs.

00222.90 Payment - Add the following to the end of the paragraph that begins "No separate or...":

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs. Payment will be included in 00221.90(b).

No separate or additional payment will be made for furnishing, installing, and maintaining "WAIT FOR PILOT CAR" (CR4-20) or (CR4-20a) signs. Payment will be included in 00221.90(b).

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.80(a)(2) Automated Flagger Assistance Device – Delete the paragraph that begins with "The automated flagger assistance device operator will be measured...".

00223.90 Payment – Replace the paragraph that begins with "Item (f) includes..." with the following:

Item (f) includes furnishing, operating, maintaining, repairing, replacing, moving, and removing each AFAD device, regardless of size or type. No separate or additional payment will be paid for the AFAD replacement, repair, AFAD illumination, or AFAD operator(s).

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for flaggers that are used while repairs are being conducted on the AFAD device(s).

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.80 Measurement – Replace this section, except for the subsection number and title, with the following:

No measurement will be made for work performed under this section.

00224.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

Work performed under this section will be paid for according to 00221.90(b).

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

00225.80 Measurement – Replace this section, except for the subsection number and title, with the following:

No measurement will be made for work performed under this section.

00225.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

Work performed under this section will be paid for according to 00221.90(b).

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications.

SECTION 00229 - SMART WORK ZONE SYSTEMS

Section 00229, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00229.00 Scope - This Work consists of designing, furnishing, installing, moving, operating, maintaining, inspecting, and removing temporary Smart Work Zone Systems.

00229.01 Definitions -

Smart Work Zone System – A system composed of a combination of video cameras, communication Equipment, and other hardware and software components. The Smart Work Zone System is used to provide the Agency with real-time access to monitor the Work Area remotely.

Materials

00229.10 24-hour High-Definition Camera - Furnish the following:

- One or more high-definition video cameras capable of providing a minimum of 1080p resolution and continuous 24-hour operation.
- Remote accessibility to live camera feeds and images being captured by the camera and, if applicable, remote operation capabilities for the camera.

Provide to the Agency a list of proposed Equipment and Materials that will be incorporated into the Smart Work Zone System a minimum of 5 days prior to installation.

Labor

00229.30 Smart Work Zone System Technician - Provide a Smart Work Zone System technician skilled in the operation of all system Equipment and software. The system technician shall be locally available while the system is in use, and able to respond to system issues in person within 4 hours of notification. The system technician may be an employee of the Smart Work Zone System vendor. Duties of the system technician include the following:

- Perform all testing and debugging of the system before system turn-on.
- Service and maintain all system components during operation of the system.
- Move portable components, as needed or directed.
- Respond to emergency situations, as needed.
- Maintain all system Equipment maintenance logs.

Construction

00229.40 Smart Work Zone System - At least 48 hours before system turn on:

- Coordinate the installation and operation of the Smart Work Zone System with the Engineer.
- Provide a diagram showing the proposed location of each Smart Work Zone System.

The field-of-view of the camera shall cover the entire Work Area. If the camera is not capable of providing coverage of the entire Work Area, multiple camera systems shall be installed.

00229.46 Agency Access to System and System Data - Provide password protected access to the Smart Work Zone System components and website. Provide passwords to the Engineer and identified Agency personnel. Allow authorized personnel access to:

- Retrieve and download video and photo data
- Operate system cameras

Maintenance

00229.60 Smart Work Zone System - Maintain the required Smart Work Zone System according to the manufacturer's recommendations and as directed. When directed, repair or replace Smart Work Zone Systems that are damaged or destroyed before continuing Work that requires use of the system.

If a Smart Work Zone System or any of its components malfunctions:

- Notify the Engineer.
- Take the Smart Work Zone System out of service and make repairs.
- Place the system back in service within 48 hours of the notification.

While Smart Work Zone Systems are in use:

- Have repair Equipment and parts on hand as recommended by the manufacturer.
- Keep repair Equipment and parts on the Project Site, or other location that allows system repairs to be completed within 48 hours of the notification of malfunction to the Engineer.

Measurement

00229.80 Measurement - The quantities for furnishing and using the Smart Work Zone System will be measured on the lump-sum basis.

Payment

00229.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Smart Work Zone System	Lump Sum

Item (a) includes moving personnel, Equipment, supplies, and Incidentals to and from the Project Site. Item (a) also includes all hardware, software, sensors, cameras, and other Equipment needed for the system to operate properly.

Payment will be payment in full for designing, furnishing, installing, moving, operating, maintaining, inspecting, and removing the Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- relocating and repositioning the Smart Work Zone System.
- the services of the Smart Work Zone System technician.
- additional cameras or equipment required to attain coverage of the Work Area.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC

throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins “When contaminants, pollutants or hazardous materials...”.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins “Information required under 1200-CA...” with the following bullet:

- Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.16(k) Active Treatment System – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.41(g) Underground Injection Controls (UIC) – Replace this subsection, except for the subsection number and title, with the following:

Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, UIC catch basins or UIC wells.

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

00280.90 Payment – Add the following paragraph to the end of the subsection:

Payment for item (b) performed beyond the quantity shown in the Contract Schedule of items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional work will be made according to 00195.20.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.20(c)(3)(a) Burnable Materials – Delete this subsection.

00290.20(c)(3)(b) Woody Matter – Replace this subsection, except for the subsection number and title, with the following:

Woody matter may be chipped to a size of no more than 3 inches in any direction then uniformly spread over selected landscape areas, as directed, in loose layers not more than 3 inches thick. Burying or burning wood, stumps, or other woody material is not allowed.

00290.30(c)(3) Burn Restrictions – Delete this subsection.

00290.32 Noise Control - Add the following paragraph to the end of this subsection:

Review Deschutes County Code Title 8.08 which describes noise control regulations. Obtain and be responsible for necessary permits described in Deschutes County Code Title 8.08. Comply with the applicable noise control requirements for Project Work.

SECTION 00305 – CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for backfilling of removal areas.

00310.91 Lump Sum Basis - Add the following to the end of this subsection:

Item (a) includes, but is not limited to, removal of existing culverts, fences and irrigation structures. Item (a) does not include removal of surfacings or asphalt pavement sawcutting. Payment for removal of surfacings and asphalt pavement sawcutting will be made according to 00310.92.

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 – EARTHWORK

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

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

Perform all earthwork under this Section on the embankment basis.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph to the end of this subsection:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.90 Payment – Remove the sentence that begins with “Watering of materials....”

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications modified as follows:

00340.80 Measurement – Replace this subsection, except for the subsection number and title, with the following:

There will be no measurement of watering.

00340.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

There will be no separate or additional payment for watering. Watering is incidental to Section 00330.90.

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 – RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00440 – COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for Bases...", add the following sentence after the first sentence:

Base Aggregate shall be 3/4"-0 size.

00641.41 Mixing, Hauling, and Placing – Add the following to the end of this subsection:

Place aggregate shoulder material with equipment that is capable of maintaining a consistent shoulder cross slope and width, and without casting material beyond the ordinary limits of the aggregate shoulder as shown in the Plans.

00641.80 Measurement – Add the following to the end of this subsection:

Aggregate shoulder material which is placed or cast beyond the ordinary limits of the aggregate shoulder as shown in the Plans will be deducted from the total installed quantity based on visual estimation by the Engineer.

00641.90 Payment – Add the following to the end of this subsection:

No payment will be made for aggregate shoulder material which is placed or cast beyond the ordinary limits of the aggregate shoulder according to 00641.80.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.42 Preparation of Underlying Surfaces – Add the following to the end of this subsection:

Immediately before applying the tack coat, the surface to be tacked shall be clean and dry. Clean all loose material by sweeping, flushing with water or other approved methods. Pavement surface

shall be cleaned to the apparent existing edge of pavement. Application of tack coat shall not commence until surface cleanliness has been verified and approved by the Engineer.

00730.44 Applying Tack Coat - Apply the Emulsified Asphalt with a pressure distributor conforming to 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140 °F and 185 °F as recommended by the manufacturer. Refer to the manufacturer's recommendations for tack coat application rates for the underlying surface type and type of emulsion used. Application rates for tack coat diluted according to 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

Do not place hot mixed asphalt concrete Pavement or Emulsified Asphalt Concrete Pavement on the tack coat until the Emulsified Asphalt separates from the water (breaks), but before it loses its tackiness. Refer to manufacturer recommendations regarding break/set time. Minimize truck traffic on the tacked surface.

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 2 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

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 70-28ER & PG 64-28 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 when performing top lift paving or when directed by the Engineer.

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

When performing top lift paving or when directed by the Engineer, 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.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that the surfaces being paved are paved full width and length through the Base or wearing Course at the end of each shift before opening to traffic. Traffic will be allowed on the top Base Course up to 7 Calendar Days.

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

SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

Add the following subsection:

00759.03(e) Pigmented Concrete – Provide the proposed concrete jointing plan for pigmented concrete surfacing for Engineer approval before scheduling concrete placement work.

Add the following subsection:

00759.13 Concrete Mix Designs - Prepare and submit either new mix designs or current mix designs for each class of concrete required according to Section 02001.

00759.45 Reinforcement, Dowels, and Tie Bars – Add the following paragraph to the end of this subsection:

When installing welded wire mesh prior to concrete placement, support wire mesh at 24 inch maximum centers, or as directed. Use precast concrete supports with approved shape and dimensions, and equal or greater compressive strength as the concrete to be placed.

00759.51 Curing – Replace the first paragraph with the following:

Cure and protect concrete used in Concrete Walks after placing and finishing according to Section 00440. For concrete used in High Strength Curbs and Pigmented Concrete Surfacing, cure and protect concrete according to Section 00540.51.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.45 Installation – Add the following to the end of this subsection:

Do not place liquid thermoplastic striping materials within one week of a rainfall event without prior written approval from the Engineer.

SECTION 00855 – PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00856 – SURFACE MOUNTED TUBULAR MARKERS

Comply with Section 00856 of the Standard Specifications.

SECTION 00865 – LONGITUDINAL PAVEMENT MARKINGS – DURABLE

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

00865.90 Payment – Add the following sentence to the end of the paragraph that begins with “Payment will be payment in full...”:

No separate or additional payment will be made for stripe removal.

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows.

00867.90 Payment - Add the following to the end of the sentence that begins with "Item (q) includes one...":

Item (q) includes 8-inch wide x 12-inch white transverse bars to form the speed reduction markings.

SECTION 00905 – REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 – SIGN SUPPORT FOOTINGS

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

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

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Slip Base Sign Supports	2.7 cu. yd.

SECTION 00930 – METAL SIGN SUPPORTS

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

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Perforated Steel Square Tube Slip Base Sign Supports	1950

SECTION 00940 – SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment -

Add the following paragraph to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

SECTION 00960 – COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.01 Regulations, Standards, and Codes – Add the following to the end of this subsection:

Provide and install an illumination system satisfying the requirements and standards of Pacific Power. Comply with the requirements of the PacifiCorp Electric Service Requirements Manual, latest revision.

00960.10 Materials – Add the following to the end of this subsection:

Furnish illumination system electrical materials that are approved by Pacific Power.

Add the following to the end of the subsection:

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Butler Market Rd/Powell Butte Rd	Pacific Power	Gabriel Holtz Gabriel.Holtz@pacificcorp.com (541) 429-1778	RQ 007023532

Electrical energy is flat-rated. Meter base is not required.

SECTION 00970 – HIGHWAY ILLUMINATION

Replace Section 00970 of the Standard Specifications with the following:

00970.01 General Provisions – The Street Lighting System will be installed under Pacific Power standards. The Contractor will be required to provide the materials to install the street light foundations, conduits, conduit bends, junction boxes, ground rods, and any other incidental work required for the installation of the street lights required by Pacific Power. The Contractor shall also provide all trench excavation, bedding, and backfill for the installation of the street light conduits. Refer to the following website for Pacific Power installation requirements:

https://www.pacificpower.net/content/dam/pcorp/documents/en/pp-rmp/electric-service-requirements/ESR_FULLL.pdf

The Contractor shall also install the conduit from the street light junction boxes or poles to the power source. The power source is considered the Pacific Power electrical service point of connection.

All backfill shall be compacted granular material. The street lighting conduits may be placed in the same trench as other underground utilities provided the appropriate clearances between conduits are provided.

It is not necessary that a licensed electrician install the conduits for the Pacific Power system. However, Pacific Power has specific requirements related to approval of excavation contractors.

All highway illumination materials shall be approved by Pacific Power.

The contractor shall notify Pacific Power when underground work will be constructed so they can provide an inspector. The contractor must receive Pacific Power approval prior to covering underground work. After Pacific Power has accepted the street underground system installed by the Contractor, Pacific Power will install the street light poles, luminaire arms, and luminaires, and pull the cable and wires.

Field cutting of conduit bends is not allowed.

00970.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

00970.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items

Pay Item	Unit of Measurement
(a) Pole Foundations	Lump Sum
(b) Switching and Conduit	Lump Sum

Item (a) includes furnishing and installation of street light pole foundations according to the Plans.

Item (b) includes all conduit, delineators, junction boxes, pull ropes, and other items required to construct the lighting system as specified by Pacific Power.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01012 – STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This Work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No. 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

- (a) **Scarify** - Scarify the subsoil area a minimum 12 inches deep.
- (b) **Placement of Water Quality Mixture** - Place the water quality mixture in two equal Lifts. Compact each Lift with a water filled landscape roller.
- (c) **Seeding** - Seed according to 01030.13.
- (d) **Rock Mulch** – Install Rock Mulch according to 01040.20(d).

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

01012.71 Removal - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

Measurement

01012.80 Measurement - The quantities of Water Quality Mixture will be measured on a volume basis.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price for the item "Water Quality Mixture", per cubic yard.

Excavation will be paid according to 00330.90.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01030 – SEEDING

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

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

Provide the following seed mix formulas:

- **Permanent Seed Mixture:**

Name	Mixture %
Anatone Bluebunch Wheatgrass	35
Nezpurs Idaho Fescue	25
Rimrock Indian Ricegrass	15
Canbar Canby Bluegrass	15
Turkey Lake Bottlebrush Squirreltail	7.5
Appar Blue Flax	2.5

SECTION 01040 – PLANTING

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

01040.20(d) Rock Mulch - Replace this subsection, except subsection number and title, with the following subsection:

2.5" – 1.5" open graded crushed stone. Provide material that is free of fines and other non-gravel material.

SECTION 01050 - FENCES

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

01050.49 Removing and Rebuilding Fence – Add to the end of this subsection:

See Plans for details on existing fence material and locations to remove and rebuild. Fences that are not rebuilt are included in Section 00310.

01050.90(d) Removing and Rebuilding Fence – Add the following to the end of this subsection:

No separate or additional payment will be made for removal of fence that is not to be rebuilt. Removal of fences is incidental to Section 00310.

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

Add the following subsection:

02001.15(c)(16) Concrete Pigment – For pigmented concrete, provide a submittal including manufacturer documentation for Agency acceptance of color. The color shall be Sequoia Sand (#641).

SECTION 02010 – PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications.

SECTION 02020 – WATER

Comply with Section 02020 of the Standard Specifications.

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030 of the Standard Specifications.

SECTION 02035 – CONCRETE MODIFIERS

Comply with Section 02035 of the Standard Specifications.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications.

SECTION 02045 – SYNTHETIC FIBER REINFORCING FOR CONCRETE

Comply with Section 02045 of the Standard Specifications.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications.

SECTION 02320 – GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

SECTION 02415 – PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specifications.