

Contract Documents

for the
**Southwest Transfer Station
Trailer Bay and Bin Storage
Improvements Project**



Deschutes County
Department of Solid Waste
61050 SE 27th Street
Bend, Oregon 97702

February 2015

*Prepared by: Don Kliewer
Kliewer Engineering and Associates, LLC*

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Deschutes County, Oregon
Department of Solid Waste
PART I-INVITATION TO BID
Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project

Sealed bids will be received at the Deschutes County Department of Solid Waste, 61050 SE 27th Street, Bend, Oregon 97702, until but not after, 2:00 p.m. on Tuesday, March 24, 2015; at which time all bids for the above-entitled public works project will be publicly opened and read aloud. Bidders must submit a First Tier Subcontractor Disclosure Statement Form. The Subcontractor Disclosure Statement may be submitted in the sealed bid prior to 2:00 p.m. on Tuesday, March 24, 2015 or in a separate sealed envelope marked "FIRST TIER SUBCONTRACTOR DISCLOSURE STATEMENT-SOUTHWEST TRANSFER TRAILER BAY AND BIN STORAGE IMPROVEMENTS PROJECT prior to 4:00 p.m. on Tuesday, March 24, 2015 at the above location.

Said work is to be performed at the Southwest Transfer Station (54580 Highway 97) and on Highway 97 in Deschutes County, Oregon and shall include: Construction of a trailer bay structure adjoining the existing three bays and performance of such additional and incidental work as specified in the plans and specifications. The estimated construction cost is \$230,000.

Plans, specifications and other bid documents may be inspected at the Deschutes County Department of Solid Waste website (<http://www.deschutes.org/solidwaste/page/projects>) or obtained from Deschutes County Department of Solid Waste (541-317-3163), 61050 SE 27th Street, Bend, Oregon 97702, for a fee of \$50.00, which is not refundable. If bidder prefers to have plans and specifications mailed, bidder must include an additional \$5.00 with the request. Should expedited handling be desired, Federal Express or equivalent service will be utilized on a collect on delivery basis. Inquiries pertaining to this project shall be directed to Chad Centola, Operations Manager at (541) 322-7172 or chadc@deschutes.org.

IMPORTANT: Prospective bidders downloading/accessing website-posted project plans, specifications and other bid documents MUST complete and submit the Contact Information Form provided on the website, or contact the Department of Solid Waste by telephone (541-317-3163), to provide contact information, to receive follow-up documents (addenda, clarifications, etc). Failure to provide contact information to the Department of Solid Waste will result in bidder disqualification. Only pre-bid meeting attendees and those notifying the Department of Solid Waste of website access to the project plans and specifications will receive follow-up documents (addenda, clarifications, etc).

A pre-bid meeting will be held at 10:00 a.m. on Wednesday March 18, 2015 at the Department of Solid Waste Office which is located at 61050 SE 27th Street, Bend, Oregon. All bidders are encouraged to attend.

Bids shall be made on the forms furnished by the County, incorporating all contract documents, including a Bid Bond or Cashier's Check for the minimum amount of 10% of the Bid Price, addressed and mailed or delivered to Deschutes County Department of Solid Waste, 61050 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project" and the name and address of the bidder.

No bid will be considered by Deschutes County unless the bid contains a statement by the bidder that the provisions of ORS 279C.800 – 279C.870 are to be complied with. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Bidders shall be prequalified with the State of Oregon in accordance with ORS 279C.430 – 279C.450 and Deschutes County Code 12.52.0020. The prequalification classification required for this project is "REIN-Bridges and Structures." The successful bidders and subcontractors providing labor shall maintain a qualified drug testing program for the duration of the contract. Bidders shall be registered 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.

Timm Schimke,
Director of Solid Waste

PUBLISHED:

THE BEND BULLETIN: Wednesday, March 4, 2015 and Monday, March 9, 2015

DAILY JOURNAL OF COMMERCE: Friday, March 6, 2015 and Monday March 9, 2015

Part II - INFORMATION FOR BIDDERS

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

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

3. **Form of Proposals.** All proposals must be submitted on the forms furnished. Subcontractor disclosure form may be submitted with bid or in a separate envelope.
4. **Substitutions.** Materials and/or products called for in the specifications are named in order to establish standards of quality and design. Manufacturers or suppliers of such 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 Solid Waste Department Director or his representative and the Solid Waste Department shall be the sole judge of any request. When the Solid Waste Director approves a substitution, it is with the understanding that the Contractor guarantees the substituted article or materials to be equal to or better than that specified.
5. **Preparation of Proposals.** All blank spaces in the proposal form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Written amount shall govern in cases of discrepancy between the amount stated in writing and amount stated in figures.

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

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

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

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

All Bids must be submitted on the Bid Proposal Forms attached hereto as Part V of these Contract Documents.

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

separate envelope plainly addressed for mailing to conformance with instructions in the Invitation to Bid.

NOTE: A proposal must include completed original set of all forms provided in Part V-Bid Proposal Forms of these Contract Documents.

7. **Modification or Withdrawal of Proposal.** Any bidder may modify his bid by written or electronic (facsimile or email) 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 bid closing time, and provided further that a written confirmation of an electronic modification over the signature of the bidder was mailed prior to the bid closing time. If written confirmation of an electronic 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 electronic 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 telecommunication (facsimile) or written request, or in person. No proposal may be withdrawn after the time scheduled for opening of proposals, unless the County has failed to comply with the time limits applicable to award of the Contract.

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

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

For each subcontractor listed, Include:

- A. The name of the subcontractor,
- B. The anticipated amount of the subcontract
- C. The category of work that the subcontractor would be performing.

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

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

- A. Use the forms bound herewith for the required disclosure.

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

- 1) The subcontractor's name,
 - 2) The anticipated amount of the subcontract, and
 - 3) The category of work that the subcontractor would be performing.
- B. 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.
- C. Bidder shall submit the disclosure form required by OAR 137-049-0360 either in its bid submission or separately within two working hours after Bid Closing in the manner specified by the invitation to bid.
- D. Compliance with the disclosure and submittal requirements of ORS 279C.370 and OAR 137-049-0360 is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
- E. County shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. County is not required to determine the accuracy or completeness of the information provided on disclosure forms.
- F. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. County shall accept written submissions filed under the statute as public records. Aside from issues involving inadvertent clerical error under ORS 279.585(5), County does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

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

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

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

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

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

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

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

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

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

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

14. **Required Public Works Bond** The Contractor and every subcontractor 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 except under ORS 279C.836(7) or (8) of 2005 Oregon Laws Chapter 360. 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) of 2005 Oregon Laws Chapter 360.

15. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the bid security 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 work is re-advertised.

16. **Disclaimer of Responsibility.** Neither the County nor the Director of Solid Waste 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, bidder 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 Contract.

17. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish. Licensing shall include without limitation registration with

Construction Contractors Board and in the case of professional engineers and architects proof of current licensing with the appropriate State licensing board.

18. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
- A. Each Bid must be submitted on forms furnished by the County, and include a complete original set of all forms provided in Part V-Bid Proposal Forms of these Contract Documents.
 - B. Each Bid must be signed by the bidder.
 - C. Bid security, in the required form and amount, must accompany each bid.
 - D. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
 - E. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Solid Waste Department Director at the time and place specified for bid opening.
 - F. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
 - G. A conditional bid will not be considered.
 - H. Any bid submitted without all of the pages of the bid documents, but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, shall be deemed to have been submitted with the missing pages for purposes of bid evaluation. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
19. **Plans.** Plans are not to be taken or construed as being reproduced at precisely the indicated scale. Where the plans are photographic reductions of the original tracings, the approximate amount of reduction is indicated by a note on the plans.
20. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
21. **Examination of Site and Conditions.** Bidders are required, prior to submission of bids, to carefully examine the site and the Plans and Specifications of the contemplated work. Errors and omissions in the Plans or Specifications shall be called to the attention of the Solid Waste Department Director prior to submission of bid so that addenda may be issued. Failure to do so on the part of the Contractor does not relieve him of responsibility for a correct and completely finished job. Only a written interpretation or correction by addendum shall be binding.
22. **Pre-Bid Inquiries.** Bidders with pre-bid inquiries shall contact Chad Centola, Deschutes County Solid Waste Department Operations Manager at (541) 322-7172 or chadc@deschutes.org.
23. **Prequalification of Bidders.** Bidders shall be prequalified with the State of Oregon in accordance with ORS 279C.430 – 279C.450 and Deschutes County Code 12.52.0020. The prequalification classification required for this

project is "REIN-Bridges and Structures." Bidders shall be registered with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468A.720. This contract is subject to ORS 279C.800 to 279C.870. The successful bidders and subcontractors providing labor shall maintain a qualified drug-testing program for the duration of the contract. Bidders shall be registered with the Construction Contractor's Board. Contractors and subcontractors need not be licensed under ORS 468.710.

The County may make any further investigation deemed necessary to resolve any doubt as to the bidder's qualifications, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted or investigation of such bidder fails to satisfy the County that such bidder is in all respects able to adequately perform the obligations of the Contract and to complete the work contemplated therein.

Any bidder who is disqualified may appeal his disqualification to the Board of County Commissioners of Deschutes County, Oregon, which is the local public contract review board as provided by State Law. Written notice of such appeal must be filed with the Board of County Commissioners by the close of business on the third County business day following the bidder's receipt of notice that he is disqualified.

If a bidder has appealed his disqualification within the time provided, but there has been no disposition of the appeal by the Board of County Commissioners, he may submit his sealed bid on a form marked, "SAMPLE ONLY, NOT TO BE USED FOR BIDDING", and sealed in an envelope marked the same. His bid will not be opened, but will be forwarded to the Board of County Commissioners. If after considering the matter, the Board of County Commissioners determines that the bidder is qualified, the Board shall open and read the bid, and it shall be considered with all other bids. If the bidder is not found qualified after appeal, the bid will be opened, copied and returned to the disqualified bidder. The bid shall not be read publicly, and the Board of County Commissioners action on appeal; or its public disclosure is mandated under the procedure as specified in ORS 192.480 or 192.490.

24. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
25. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

Part III – GENERAL CONDITIONS

1. **Prevailing Rates of Wage.** This Contract is subject to the “Prevailing Wage Rates for Public Works Contracts in Oregon” as published by the Oregon Bureau of Labor and Industries (dated January 1, 2015), and, if applicable the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. The following internet link may be used to obtain the access to State and Federal Prevailing Wage Rates:

http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml

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

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

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

- A. A description of the plan or plans;
- B. Information on how and where claims can be made; and,
- C. Where to obtain more information

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

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

Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. These are public records and must be made available on request. Contractors may submit their own report as long as it contains all the same information as the WH-38 form (see Prevailing Wage Rates published by the Oregon Bureau of Labor and Industries for forms). Contractors must complete the statement of certification and attach it to the payroll submissions.

4. **Contracting Agency Payments.** If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers

of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.

5. **Interest Rate For Failure to Make Payment.** If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract for a public improvement within 30 days after receipt of payment from the County or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
6. **Construction Contractors Board Complaint.** If Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
7. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract. If Contractor has the assistance of other persons in the performance of this Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a direct responsibility employer under ORS 656.407, and furnish County with evidence of said insurance. If Contractor performs this contract without the assistance of any other person, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability from Workers' Compensation provided in ORS 656.029 (2).
8. **Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency, and shall provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
9. **Constraints.** Pursuant to the requirements of ORS 279C.500 through 279C.540 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
 - A. Contractor shall:
 - 1) Make all payments promptly, as due, to all persons supplying to Contractors labor or materials for the prosecution of the work provided for in this agreement.

- 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 5) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 6) Demonstrate that an employee drug testing program is in place prior to execution of this Contract.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officers representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement.
- C. Employees of Contractor shall be paid at least time and a half for all overtime worked in excess of eight hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, except individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
- D. Employees of Contractor providing labor shall be paid at least time and a half for all work performed on Saturday and Sunday and the following legal holidays:
- 1) New Year's Day on January 1.
 - 2) Memorial Day on the last Monday in May.
 - 3) Independence Day on July 4.
 - 4) Labor Day on the first Monday in September.
 - 5) Thanksgiving Day on the fourth Thursday in November.
 - 6) Christmas Day on December 25.
- E. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
- F. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
- G. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and/or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- H. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.
- I. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126

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

- A. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- C. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. This Contract may be modified to accommodate the change in available funds.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this contract, and if County has no funds legally available for consideration from other sources.
 - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- E. County Default or Breach. Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate. If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

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

- A. If terminated under subparagraphs 10 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not, however, pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated under subparagraph 10 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If terminated under subparagraph 10 e. of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was

performed in accordance with the Contract (a) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.

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

- A. Termination under subparagraphs 10 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination. Contractor may not incur obligations or liabilities after Contractor receives written notice of termination. Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under subparagraph 10 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards. Additionally, County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- C. In addition to the remedies in paragraphs 10 through 12 of this Contract for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are provided by law.
- D. If previous amounts paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- E. If the County breaches this Contract, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.
- F. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- G. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- H. **LIQUIDATED DAMAGES.** It is impractical to determine the actual damages that the County would sustain in the event the project is not completed within one hundred and twenty (120) calendar days after receipt of Notice to Proceed. Therefore, the Contractor shall pay to the County, not as a penalty, but as liquidated

damages, **\$500 per calendar day**, or any portion thereof, for each day in which the project is not completed by such date.

- I. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
14. **Work Standard.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this contract, Contractor agrees to:
 - A. Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - B. Comply with all applicable legal requirements;
 - C. Comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - D. Take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
15. **Hold Harmless.** To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).
16. **Contractor Not An Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.
17. **Partnership.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
18. **Insurance.** In conjunction with all services performed under this agreement: Contractor shall furnish proof of the types and amounts of insurance indicated in Part VI, Agreement Forms, attached hereto and by this reference incorporated herein. County reserves the right to require completed, certified copies of all required insurance policies, at any time.
19. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and

rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112, and all regulations and administrative rules established pursuant to those laws.

20. **Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this agreement in accordance with Paragraph 10 of these General Conditions.
21. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
22. **Claim, Action, Suit or Proceeding.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **THE RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
23. **Land Use Permit.** This contract does not constitute a land use permit, nor does acceptance of this Contract by Contractor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
24. **Drug Testing Program.** The drug testing program in place at execution of this Contract shall remain in place for the duration of the Contract.
25. **Records Maintenance; Right to Audit Records.**
 - A. **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document:
 - 1) Their performance; and
 - 2) Any claims arising from or relating to their performance under this Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records and all other records, hereafter referred to as "Records") accessible to the County at reasonable times and places, whether or not litigation has been filed as to such claims.
 - B. **Inspection and Audit.** County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the Records of any Entity that has submitted cost or pricing data according to the terms of a Contract to the extent that the Records relate to such cost or pricing data. If the Entity must provide cost or pricing data under a Contract, the Entity shall maintain such records that relate to the cost or pricing data for 3 years from the date of final payment under the Contract, unless a shorter period is otherwise authorized in writing.
 - C. **Records Inspection; Control Audit.** County, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in Section A of this rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of 3 years from the date of final payment under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later, unless a shorter period is otherwise authorized in writing.

26. **Contract Rules.** The rules applicable to this contract are the Attorney General’s Model Public Contract Rules, Chapter 137-046 and Chapter 137-049, as presently constituted and Deschutes County Code (DCC) Chapter 2.37. The provisions of DCC Chapter 2.37.150 are incorporated herein by reference. These provisions may be viewed at the following web address: <http://www.co.deschutes.or.us/dccode/Title2/docs/Chapter%202.37doc>
27. **Contractor Certifies.** By execution of this contract, Contractor certifies, under penalty of perjury, that:
- A. To the best of Contractor’s knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - B. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
28. **Contract Provisions.** Contractor shall make all provisions of this contract with the County applicable to any subcontractor performing work under the contract.
29. **Contract Content.** This Contract and attached exhibits and attachments constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
30. **Hazardous Materials.** Contractor shall not generate, store, process, dispose, release or discharge into the environment any hazardous, toxic, radioactive, or other dangerous materials on or about the work site subject to this Contract, nor allow any of its subcontractors to engage in such prohibited activities. Contractor agrees to indemnify, defend and hold the County, its officer, agents, and employees harmless from and against any and all claims, suits, actions, demands, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such prohibited activities of Contractor or its subcontractors. Discovery by Contractor of unanticipated hazardous, toxic, radioactive or other dangerous materials present at the work site shall not constitute a release or discharge by Contractor.
- County and Contractor agree that, Contractor’s discovery of unanticipated hazardous, toxic, radioactive, or other dangerous materials constitutes a changed condition mandating re-negotiation of the scope of work to be performed by Contractor, the terms under which the work is to be performed, and the charges therefore. Except as otherwise specified in this paragraph, nothing contained in this Contract shall be construed or interpreted as requiring Contractor to assume the status of an owner, operator, or generator, under any federal or state statute governing the disposal, transportation, storage or treatment of hazardous substances or wastes. Contractor shall not directly or indirectly assume title to such hazardous or toxic substances. Should the proper and lawful transportation and disposal of any such materials be required, Contractor’s responsibilities shall be limited to facilitating the preparation of manifests or related documents for execution by County for the proper disposal, storage or treatment of such materials. In the event such materials are discovered at the work sites by County, Contractor or any of their employees, subcontractors or agents, County shall have the option to terminate this Contract pursuant to paragraph 19 herein. Contractor shall have an affirmative duty to disclose and immediately notify County upon discovery or knowledge of the existence of any such materials at the work site.

Part IV – SPECIAL PROVISIONS

**DESCHUTES COUNTY
SOLID WASTE DEPARTMENT
61050 SE 27TH STREET
BEND, OREGON 97702**

**Southwest Transfer Station
Trailer Bay and Bin Storage Improvements Project**



EXPIRES: 06/30/2015

February, 2015

SECTION 00100 - SUMMARY OF THE WORK

This Contract consists of the following work in Deschutes County, Oregon

1. Construct the expansion of a trailer bay which will include clearing and grubbing, excavation and embankment, demolition of a retaining wall, construction of new retaining walls, a trailer concrete slab, an unloading concrete slab, construction of minor structural steel fencing and minor hot mixed asphalt concrete pavement, relocation of a metal beam guard rail, relocation of a water hose bib and other items of work specified.
2. Manage on-going traffic through the project work area.
3. Perform such additional and incidental work as specified in the typical sections, plans and specifications.

SECTION 00105 - APPLICABLE STANDARD SPECIFICATIONS

Except as otherwise provided in these special provisions, the standard specifications which are applicable to work on this project are the Oregon Standard Specifications for Construction, 2008, hereinafter referred to as the Standard Specifications, are incorporated herein.

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

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

Agency – County of Deschutes

Engineer – The Director of Solid Waste of Deschutes County acting either directly or through his authorized representatives.

SECTION 00120 - AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, his authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the Engineer. This does not include authority to approve contract changes or semifinal and final inspection of the Project.

SECTION 00150 - CONTROL OF WORK

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

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

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

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

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

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

00150.35(c) Number and Size of Drawings - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

(1) **Paper Submittal** - For paper submissions, submit seven copies of Working Drawings for steel structures and six copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

(2) **Electronic Submittal** - For electronic submissions, submit Working Drawings according to the "Guide to Electronic Shop Drawing Submittal" which is available from the Engineer.

00150.35(d-1) Stamped Working Drawings - Replace the sentence with the following sentence:

Stamped Working Drawings will be designated as "reviewed" or "reviewed with comments" by the Engineer.

00150.35(d-2) Unstamped Working Drawings - Replace the sentence with the following sentence:

Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

00150.40 Cooperation and Superintendence by the Contractor - Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:

- Appointees shall be competent to manage all aspects of the Work.
- Appointees shall be from the Contractor's own organization.
- Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
- Appointees shall be experienced in the types of Work being performed.
- Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent, or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, Labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
 - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
 - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
 - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
 - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

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

Utility	Contact Person's Name and Phone Number
1. Mid State Electric Cooperative	Kevin Rohde Office: 541-536-7298; Cell: 541-280-6230
2. Century Link	Bob Kitchen : 541-388-0224

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

Energized power lines are located within the facility. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Mid State Electric Cooperative and will require an On-Site safety watcher at no cost to the Contractor. Provide Engineer with a copy of the written approval of exception before beginning work.

Notify, in writing, Midstate Electric Cooperative, Inc. at least seven Calendar Days before beginning Work on the Project.

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

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

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

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

00165.10(a) Field-Tested Materials - Replace the sentence that begins “The MFTP is available...” with the following two sentences:

The MFTP is published once per year and is available from the ODOT Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section web site.

00165.10(b) Nonfield-Tested Materials - Replace the sentence that begins “The NTMAG is available...” with the following sentence:

The NTMAG is available on the ODOT Construction Section web site.

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

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

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

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

00170.10(c) Interest on Unpaid Amount - Replace this subsection, except for the subsection number and title, with the following:

If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects - Replace this subsection with the following subsection:

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

(4) Owner/Operator Data - The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any one Day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

SECTION 00180 - PROSECUTION AND PROGRESS

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

****NOTE: Deschutes County Solid Waste Department's Southwest Transfer Station is open to the public Wednesday through Saturday, 8:00 a.m. through 4:00 p.m. and full use and access for the public, franchise refuse collection operators and waste transfer operators shall be maintained during those days. Additionally, full use and access for franchise refuse collection operators and waste transfer operators shall be maintained daily. The Contractor and Deschutes County will need to coordinate scheduling prior to "Notice to Proceed".**

00180.21(d) Terms of Subcontracts - Replace this subsection, except for the subsection number and title, with the following:

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

- (1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.
- (2) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- (3) A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
 - Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
 - Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty

on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

Add the following subsection:

00180.21(g) Mentor-Protégé Agreement - If the Contractor enters into a subcontract with an Emerging Small Business (ESB) subcontractor, the Agency may offer the Contractor and its ESB subcontractor an opportunity to enter into a project specific Mentor-Protégé Agreement.

The project specific Mentor-Protégé Agreement will be paid for and specified by Change Order.

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

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

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

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

00180.41 Project Work Schedules - After the paragraph that begins "Contractor's activity..." add the following paragraphs:

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract

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

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

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

00180.50(h) Contract Time - Complete all Work to be done under the Contract within ninety (90) calendar days of Contractor's receipt of Notice to Proceed.

00180.85 (b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$500 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 - PAYMENT

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

00195.10 Payment for Changes in Materials Costs – There will be no Escalation/De-escalation in Material Costs

00195.50(a) Progress Payments - Replace the paragraph that begins "The Agency's payment of progress payments..." with the following paragraph:

The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

00195.50(c-1) Cash, Alternate A - In the paragraph that begins "The Agency will...", replace the sentence that begins "The Agency will deposit..." with the following sentence:

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5).

In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins "If an acceptable retainage..." with the following paragraph:

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

00195.50(c-3) Bonds and Securities - Replace this subsection with the following subsection:

00195.50(c-3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

00195.50(d) Reduction of Retainage - Replace this subsection with the following subsection:

00195.50(d) Release of Retainage - 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.

Beginning with the fourth month after First Notification and every third month thereafter, the Agency will release retainage for satisfactorily completed Pay Items in the Schedule of Items, or for satisfactorily completed Pay Items added by Contract Change Order. Retainage will be released with the scheduled progress payment for the fourth month after First Notification and with the scheduled progress payment for each third month thereafter. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to each Subcontractor all such released retainage that pertains to the Work of that Subcontractor.

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.

00195.50(e) Withholding Payments - Replace the paragraph that begins "Notwithstanding ORS 279C.555..." with the following paragraph:

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will retain 25% of any amount earned as required in 00175.65.

00195.60(a-1) Request for Advance Allowance - Replace the bullet that begins "The request is accompanied..." with the following bullet:

- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

00195.90(c) No Waiver of Right to Make Adjustment - Replace this subsection, except for the subsection number and title, with the following:

The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

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

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

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

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

SECTION 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 modified as follows:

00197.30 Labor - Replace this subsection, except for the subsection number and title, with the following:

The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

(a) Wages - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

(b) Required Contributions - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

(c) Required Benefits - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

00197.80 Percentage Allowances - In the table, replace the "00197.30(b) Labor" line with the following line:

00197.30 Labor	22
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SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

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 Public Safety and Mobility - Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

- Do not stop or hold vehicles on a highway within the project site for more than 20 minutes.

00220.60(a-1) Contractor Responsibility - Replace the bullet that begins, "Keep roads, streets, bikeways..." with the following bullet:

Keep surfaces being used by public traffic free of all dirt, mud, gravel, materials, or other debris.

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

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements - Add the following after the last paragraph of this subsection:

00225.05 Contractor Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

The Contractor will submit the following, for approval, five calendar days before the preconstruction conference:

(a) **Contractor TCP** - Include the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

00225.11 Temporary Signing - Replace the sentence that begins "Furnish new or acceptable temporary signs..." with the following sentence:

Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the American Traffic Safety Services Association (ATSSA) "Quality Standards For Work Zone Traffic Control Devices" handbook and the following:

00225.90 Payment – Add the following to the end of paragraph (b) Method “B”-Lump Sum Basis:
This item includes temporary illumination and all temporary traffic delineation and signage.

SECTION 00235 - AGENCY PROVIDED MATERIAL SOURCES AND DISPOSAL SITES

Section 00235, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00235.00 Scope - This work consists of utilizing Agency provided prospective disposal sites as the Contractor elects or as required for the construction of the Contract.

00235.02 Disposal Site Specific Requirements – Vegetation (no dirt, rock, debris, etc) generated by the project from clearing and grubbing, etc. can be disposed of at no cost to the contractor at the yard debris area at Southwest Transfer Station. The contractor shall stop at the scalehouse and get a ticket from the attendant before dumping.

Inerts (soil, rock, concrete, asphalt concrete, baserock, etc.) generated by the project can be disposed of at no cost to the contractor at Knott Landfill, 61050 SE 27th Street, Bend, OR. The contractor shall weigh in and get a ticket from the attendant before dumping.

Other miscellaneous waste (packing materials, lumber, pipe, signposts, miscellaneous debris, etc) generated by the project can be disposed of at no cost to the contractor as solid waste at Southwest Transfer Station. The contractor shall stop at the scalehouse and get a ticket from the attendant before dumping, as long as the material does not contain hazardous substances, that may warrant investigation and consideration for use by the Contractor on this Project is as follows:

Location – Approximately 0.2 miles east and adjacent to the project on Highway 97 in the SW¼ of Section 5, T. 21S, R. 11E W.M. at address 54580 Hwy 97, Deschutes County

Access – Road Access connects to Hwy 97 east of MP 159.51

Deschutes County Department of Solid Waste will not charge the Contractor for disposal of the specified wastes.

If the contractor elects not to utilize the above listed disposal site(s) and unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00235.03 Laws - Conduct operations within the disposal site according to all applicable State, county, and federal laws including mining and fire laws. Provide, operate, and maintain wildland fire fighting equipment appropriate for the current fire levels on-site at all times during all material source/disposal site operations.

00235.04 Permits - Copies of the County Land Use Permit and the disposal site narratives for the disposal sites are available for inspection at the Project Manager's office. The Contractor shall examine and become familiar with all documents. Operations within the disposal site shall conform to the stipulations and conditions of these documents and to all of the requirements of the development plan and these Special Provisions.

00235.05 Pre-Work Meeting - Before occupying the disposal sites, hold a pre-work meeting at the disposal site. Include the following owners or representatives at each meeting:

- Engineer
- County representative(s) Timm Shimke, Director of Deschutes County Solid Waste Department; Chad Centola, Operations Manager, Deschutes County Solid Waste Department, and the Project Inspector for the County. (541-317-3163)

Measurement

00235.80 General - No measurement of quantities will be made for work performed under this Section.

Payment

00235.90 General - No separate or additional payment will be made for work performed under this Section. Payment will be included in payment made for the appropriate items under which this Section is required.

SECTION 00240 - TEMPORARY DRAINAGE FACILITIES

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

00240.90 Payment - This work will be incidental to other work items being done and no separate payment will be made for this item of work.

SECTION 00270 - TEMPORARY FENCES

Section 00270, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00270.00 Scope - This work consists of constructing, maintaining, and removing temporary fences, gates, and gateways as shown or directed.

Materials

00270.10 Material - Provide new material meeting the requirements of 01050.10.

Construction

00270.40 General - Construct temporary fences, gates, and gateways according to the applicable parts of Section 01050.

Maintenance

00270.60 General - Maintain temporary fences and appurtenances in good condition. Keep the fences in place until they are no longer needed.

Finishing and Cleaning Up

00270.70 General - When temporary fences and appurtenances are no longer needed remove and dispose of them according to the applicable parts of Section 00310 except fence fabric, fence wire, posts, and braces may be used in permanent fence installations if the following conditions are met:

- The material was new when installed for temporary purposes
- The material has not been used on previous projects

- The material meets the requirements of 01050.10
- The material is undamaged
- The material is acceptable to the Engineer

Measurement

00270.80 Fence and Gateways - The quantities of temporary fence will be measured on the length basis of each type of temporary fence. Gateways will be considered as fence of the type which adjoins them and will be measured as a continuing part of that type of fence. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous run of fence as constructed exclusive of gates.

00270.81 Gates - The quantities of temporary gates will be measured on a unit basis regardless of size or type.

Payment

00270.90 General - The accepted quantities of temporary fences and temporary gates will be paid for at the Contract price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Temporary Type CL-6 Fence	Foot
(b) Temporary Gates	Each

In item (a) the type of fence will be inserted in the blank.

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

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.02 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace this subsection, except for the subsection number and title, with the following:

Use either the Agency’s ESCP, a Contractor modify version of the Agency’s ESCP, or a Contractor developed ESCP. Submit the following for approval ten calendar days before the preconstruction conference:

- When using the Agency’s ESCP without modification, a written notification indicating the Agency’s ESCP will be used without modification.
- When using a Contractor modified version of the Agency's ESCP or when using a Contractor developed ESCP, include the following:
 - Proposed ESCP showing all erosion BMP and quantities of all BMP.
 - Implementation schedule for all BMP.

Do not begin any site activities that have potential to cause erosion or sediment movement until the ESCP and implementation schedules are approved by the Engineer.

Update the ESCP and schedule as needed for unexpected storm or other events to ensure that sediment-laden water does not leave the construction site.

00280.14(e) Slope and Channel Liner Matting - Add the following paragraph to the end of this subsection:

Where shown, furnish hydraulically applied bonded fiber matrix slope protection matting that consists of fully biodegradable long fiber strands held together by a water resistant bonding agent.

00280.30 Erosion and Sediment Control Manager - Replace the paragraph and corresponding six bullets that begins: "Designate and provide..." with the following paragraph:

Designate and provide an ESCM that possesses a valid ODOT ESCM certificate.

In the bullet that begins "Inspect erosion control BMP...", replace the value "5/8 inch" with "1/2 inch".

00280.62 Inspection and Monitoring - Replace this subsection, except the subsection number and title, with the following:

Inspect all erosion BMP and review the project site for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24 hour period.

If a significant noncompliance or serious water quality issue occurs which may endanger health or the environment, verbally report to the Engineer with 24 hours.

00280.80(d) Area Basis - Replace the paragraph that begins "Area basis items..." with the following paragraph:

Area basis items will be measured on the area basis along the ground surface, and computed to the square yard or acre as appropriate.

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites - Add the following to the end of this subsection:

Use the following staging (disposal) site(s):

- **Site Type** – Solid Waste Transfer Station
- **Location** – 54580 Highway 97, La Pine, Oregon
- **Access** – Facility main entrance gate
- **Available Area** – Adequate area for staging and construction is available. Location(s) and area(s) will be determined at the pre-construction meeting.

No other sites may be used on this Project, including non-Agency sites. Delineate the limits of the site with orange plastic mesh fencing from the QPL for the duration of the Project. Remove the fencing when the Project is complete and the site has been restored to preconstruction conditions.

Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Smoothing the ground.
- Reseeding all disturbed earth.

00290.20(c-2) Clean Fill - In the paragraph, replace "OAR 340-093-0030(13)" with "OAR 340-093-0030".

00290.20(c-3) Reuse, Recycle, and Dispose of Materials - Replace the bullet that begins "Reuse demolition..." with the following bullet:

- Reuse demolition debris.

00290.20(c-3-d) Concrete and Masonry - Replace the paragraph that begins "Concrete and masonry..." with the following paragraph:

Concrete and masonry, that is not recycled and does not contain hazardous substances, may be reused to fill basements or be buried in embankments on-site, provided that the materials are broken into pieces not exceeding 15 inches in any dimension, and placed so that:

00290.20(d) Hazardous Waste Management - In the paragraph that begins "In addition to current Laws...", replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.

If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.

If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

00290.20(g) Spills and Releases - In the paragraph that begins "Obtain a response agreement...", replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120".

Replace the lead-in paragraph that begins "In the event...", with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

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

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

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(a) General - Replace this subsection, except for the subsection number and title, with the following:

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

SECTION 00320 - CLEARING AND GRUBBING

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

00320.42 Ownership and Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Disposal of Matter - Dispose of all matter and debris according to 00290.20.

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.

00330.20 Tamping Foot Rollers - In the paragraph, replace "115 tons" with "15 tons".

00330.41(a-4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.71 Daily Progress Reports - Delete this subsection.

00330.82 Embankment Basis Measurement - In the paragraph that begins "When measurement of earthwork...", replace the sentence that begins "Measurement will be limited to..." with the following sentence:

Measurement will be limited to the lines, grades, and slopes of the original ground contours established before the Contractor begins any Work on the Project.

In the paragraph that begins "The quantities of embankment measured for payment will not include...", add the following bullet after the second bullet:

- Any additional quantities required due to clearing and grubbing operations.

00330.92 Kinds of Incidental Earthwork - Delete the bullet that reads "If shown on the plans."

- Additional quantities of materials required due to clearing and grubbing operations and compaction requirements within embankment limits.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

Water is available from the Little Deschutes River at Bridge Drive, as shown on Figure 1. The Contractor will be required to furnish pump and water loading equipment for drawing water at this location.

WATER DRAW SITE

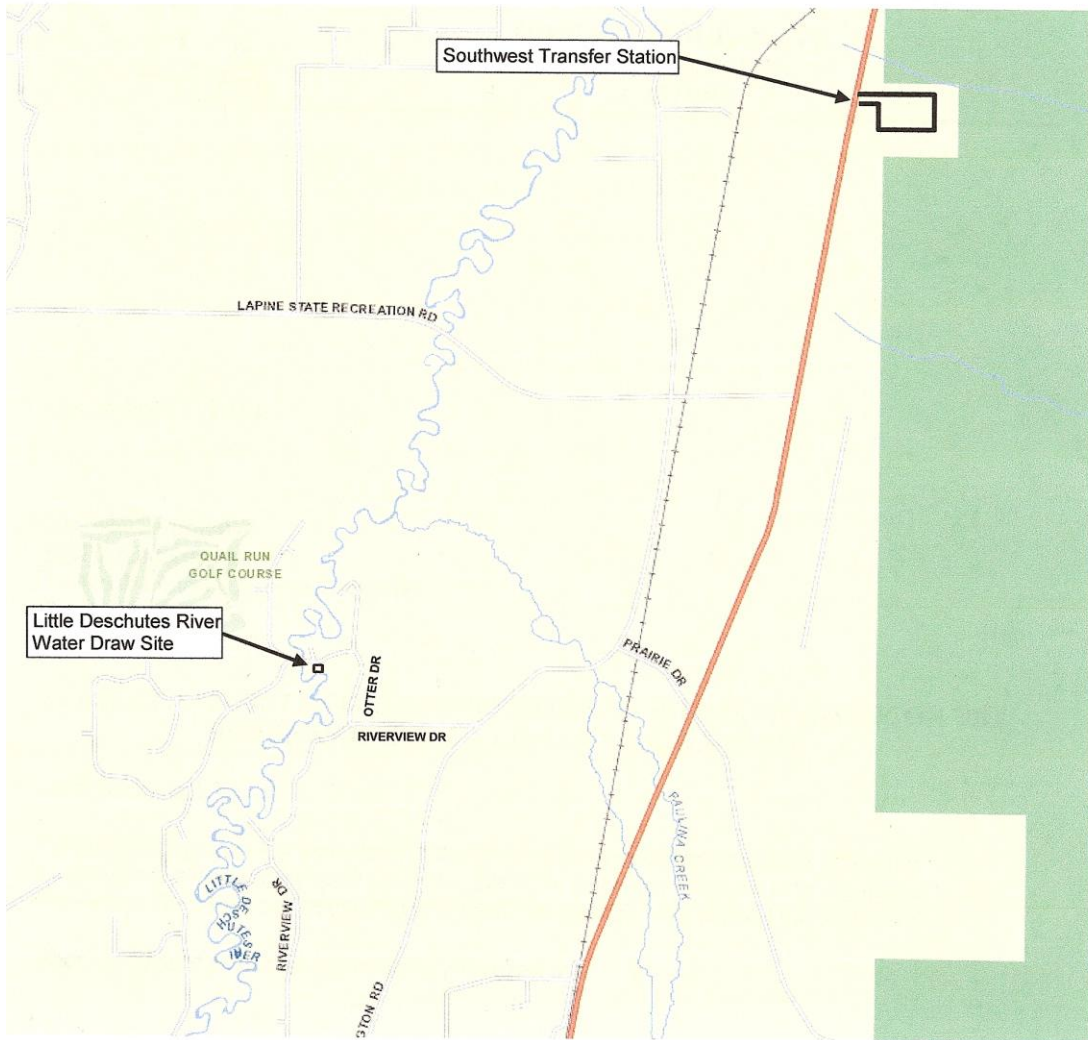


Figure 1

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.10 Materials - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

Geotextile	Certification	
	Level A	Level B
Drainage, Type 1.....		X

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

00510.80(b-1) Structure Excavation (Lump Sum) - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

Location	Structure Excavation (Cubic Yard)
Retaining Walls at Trailer Bay	245
MSE Wall at Recycling Center	35

00510.80(c-1) Structure Excavation Below Elevations Shown (Lump Sum) - In the first bullet, replace "00190.10(f)" with "00190.10(h)".

00510.80(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for granular wall backfill or granular structure backfill. The estimated quantity of granular wall backfill or granular structure backfill is:

Location	Granular Wall/Structure Backfill (Cubic Yard)
Retaining Walls at Trailer Bay	165
MSE Wall at Recycling Center	150

00510.90(c-1) Structure Excavation Below Elevations Shown (Lump Sum) - In the sentence that begins "For excavation 0 to 3 feet...", replace "00190.10(f)" with "00190.10(h)".

00510.90(d) Granular Wall/Structure Backfill - Replace this subsection, except for the subsection number and title, with the following:

Granular wall backfill and granular structure backfill will be paid for at the Contract lump sum amount for the items "Granular Wall Backfill" or "Granular Structure Backfill", as applicable.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.30 Mechanical Splice Installers - Replace the bullet that begins "Construct each splice sample with two..." with the following bullet:

Construct each splice sample with two equal lengths of straight reinforcing bar so the total length of the assembled splice sample is at least 96 inches.

00530.42(c-1) General - Add the following paragraphs to the end of this subsection:

When grout sleeve mechanical splices are allowed, submit a written installation plan at least 14 Calendar Days before splice installation. Include splice installation details including grouting operations, equipment, material, and testing requirements. Submit an installation plan that conforms to the Manufacturer's testing and installation recommendations.

Provide written documentation, signed by the qualified mechanical splice installer verifying the splices were tested and installed according to manufacturer's recommendations and these specifications. Also, submit copies of all test results.

Construct the three qualifying splice samples in the same orientation as the production splices.

00530.42(c-2-c) Testing - Replace the sentence that begins "Construct test splices with two..." with the following sentence:

Construct test splices with two equal lengths of straight reinforcing bar so that the total length of the assembled splice is not less than 96 inches.

00530.42(d) Welded Splices - Add the following paragraph and bullets to the end of this subsection:

Provide a Certified Welding Inspector according to AWS D1.4 that:

- Performs visual inspection of work performed by the certified welder.
- Prepares, signs, and submits a signed report confirming the work was preformed according to AWS D1.4.

00530.80(a) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of reinforcement is:

Structure	Quantity	
	Uncoated (Pound)	Coated (Pound)
Retaining Walls	15,100	0

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

00540.43(c) Joint with Fillers - Add the following sentence to the end of the paragraph:

Provide a 3/4 inch chamfer on each edge of the joint unless otherwise noted.

00540.49(a-2-a) General - Replace the paragraph that begins "Do not place ..." with the following two paragraphs:

Do not place concrete if the air temperature is, or is forecast to be, below 40 °F the day of placement or is forecast to be below 40 °F on any of the next seven calendar days (14 calendar days for decks) after placement unless a Cold Weather Plan has been approved by the Engineer.

To place concrete when the temperature is below 40 °F, submit a Cold Weather Plan that identifies the methods that will be used to prevent the concrete temperature from falling below 50 °F. Methods include heated enclosures and insulated forms. Also include in the plan measures that will be taken if the concrete temperature falls below 50 °F. Provide a 24 hour continuous recording thermometer to verify the concrete temperature.

00540.49(a-2-b) Enclosures - Replace this subsection, with the following subsection:

- **b. Enclosures** - If enclosures are used, do the following:
- Furnish and use, within the enclosure, a 24-hour continuous temperature/humidity recorder to record the air temperature and relative humidity every hour during the cure period.
- Supply and maintain curing moisture and heat in the enclosure for seven Calendar Days (14 Calendar Days for bridge decks) after placing concrete as follows:
- Relative humidity of at least 40 percent.
- Air temperature between 60 °F and 80 °F.

00540.49(a-2-c) Insulated Forms - In the sentence that begins "When approved..." replace the words "seven days" with the words "seven Calendar Days (14 Calendar Days for bridge decks)".

SECTION 00594 - PREPARING AND COATING METAL STRUCTURES

Comply with Section 00594 of the Standard Specifications modified as follows:

00594.05 Access and Containment For Field Preparation and Coating - In the paragraph that begins "Contain work debris that is generated from hand tool...", in the sentence that begins "Provide Type A1...", replace the word "flood" with the word "floor".

00594.10 Materials - Add the following to the end of this subsection:

Provide the following coating materials:

- Rustoleum Professional High Performance Protective Enamel (7543-Safety Yellow).

00594.11(b) Manufacturing - In the bullet that begins "Be prepared at the factory...", delete the sentence that begins "No field mixing will...".

00594.43(b-1) Rejection - Delete the bullet that begins "A skin forms on the surface...".

Add the following subsection:

00594.75 Coating System Warranty - Unconditionally warrant to the Agency that all coating work and the coating system(s), both above deck and below deck, performed and applied on this Project are and shall be free of all defects for a period of 12 months. Provide a written 12 month coating system warranty and related supplemental warranty performance bond for Screen Fence System. Use the Agency-supplied warranty form. Copies of the coating system warranty and supplemental performance bond are included near the front of the Special Provisions (also see 00130.40(a)).

For purposes of this warranty, coating system defects are defined as:

- Visible rust or rust breakthrough
- Blistering, cracking or alligating

- Chalking or fading
- Loss of adhesion
- Cohesive failure

Upon notification of defects, correct all defects at no additional cost to the Agency. The Agency inspection of any portion of the work during the original Contract preparation and during the coating system application will not relieve the Contractor of its obligations under this warranty.

The period shall be for 12 months, starting at the issuance of the Second Notification. During this 12 month warranty period, the Agency will inspect the coating system for defects two times, at 6 and 12 months after issuance of the Second Notification. The Contractor will be notified in advance of each inspection and will be permitted to accompany the Agency inspector. Within 30 calendar days from the date of written notification that defects were found, make repairs to the coating system that meet the original Contract requirements.

SECTION 00596 - RETAINING WALLS

Replace Section 00596 of the Standard Specifications with the following Sections 0B596 and 0C596:

SECTION 0B596 - PREFABRICATED MODULAR RETAINING WALLS

Description

0B596.00 Scope - This work consists of furnishing and constructing prefabricated modular gravity retaining walls as shown and specified.

0B596.01 Proprietary Prefabricated Modular Walls - Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems for the wall as shown:

- Keystone Retaining Wall System, provided by Keystone Retaining Wall System, A Contech Company, telephone: 952-897-1040.
- Allen Block Retaining Wall System, provided by Central Oregon Block and Brick, telephone: 541-447-6869.
- MESA Retaining Wall System, provided by Tensar International Corp., telephone: 360-779-5555.

0B596.02 Cost Reduction Proposals - According to 00140.70, cost reduction proposals will be considered for proprietary retaining wall systems that are preapproved by the Agency before advertisement of the Project.

0B596.03 Definitions:

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

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

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

Bin Wall - A prefabricated modular gravity retaining wall system type composed of metal or precast concrete modules backfilled with granular structure backfill material.

Crib Wall - A prefabricated modular gravity retaining wall system type composed of interlocking longitudinal and transverse beams made of precast reinforced concrete and backfilled with granular structure backfill material.

Dry Cast Concrete Block Gravity Wall - A prefabricated modular gravity retaining wall system type composed of dry cast concrete blocks without soil reinforcements.

Gabion Gravity Wall - A prefabricated modular gravity retaining wall system type composed of assembled wire baskets that are connected together, filled with specified rock.

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

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

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

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

Preapproved Proprietary Retaining Wall System Options - Acceptable preapproved proprietary retaining walls listed in OB596.01 when proprietary retaining wall systems are required.

Preapproved Proprietary Retaining Wall System Alternates - Acceptable preapproved proprietary retaining walls listed in OB596.01 when non-proprietary retaining wall systems are shown.

Prefabricated Modular Retaining Wall System - A basic gravity retaining wall system type composed of solid or hollow prefabricated concrete or steel modules. Hollow modules are typically backfilled with granular structure backfill material. Prefabricated modular retaining walls include metal and precast concrete bin, precast concrete crib, gabion, dry cast concrete block, and wet cast concrete block gravity retaining walls.

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

Retained Backfill - Unreinforced backfill within a distance of $H/2$ behind the back of the wall, where H is the total height of the wall excluding the leveling pad or footing.

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

Wet Cast Concrete Block Gravity Wall - A gravity retaining wall system type composed of wet cast concrete blocks without soil reinforcements.

OB596.04 Proprietary Retaining Walls - Submit the following at least 30 Calendar Days before beginning construction of proprietary retaining walls:

- Complete stamped working drawings and design calculations prepared by the Manufacturer according to 00150.35.
- Manufacturer's field construction manual.
- Manufacturer's field representative name and qualifications.

Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings.

Obtain the Engineer's written approval before beginning construction of the wall system.

- (a) Working Drawings - Working drawings according to 00150.35 are drawings that meet the requirements of the project documents, the AASHTO LRFD Bridge Design Specifications, as modified by the ODOT GDM, and are consistent with the preapproved retaining wall system.

Include the following items in the working drawings, as applicable:

- **General Notes** - Information for design and construction of the retaining wall.
- **Plan View:**
 - Construction centerline and related horizontal curve data.
 - Centerline station and offset to the wall control line or face of wall including the beginning and end points of the retaining wall.
 - Location, type and size of all appurtenances.
 - Location of right-of-way and easement boundaries, staged construction, designated wetlands, and all other highway structures, features, or facilities or other construction constraints.
- **Elevation View:**
 - Wall vertical curve data and wall elevations at a sufficient number of points along the top of wall that defines the top of wall alignment.
 - Field verified elevations of original and final ground lines and foundation bearing elevation along face of the wall.
 - Vertical dimensions of steps along the wall base (foundation bearing elevation).
 - Centerline stations and elevations at the beginning and end of the wall.
 - Horizontal offsets.
 - Changes in the top of wall slope.
 - Layout of prefabricated modular units.
 - Architectural treatment.
- **Typical Sections:**
 - Typical sections at intervals of 50 feet or less along the wall.
 - Wall construction limits.
 - Original and final ground lines across typical sections, including roadways, highway structures, and other facilities.
 - Construction centerline stationing at each typical section.
- **Structural and Geometric Details:**
 - Leveling pad details, showing depths and limits of proposed excavation beyond the neat lines of the wall.
 - Prefabricate modular unit details.
 - Final front face batter.
 - Reinforcing bar bend details.
 - Surface and subsurface drainage details for the wall.
 - Prefabricated modular unit construction details at utility and drainage facilities, overhead sign support footings, guardrails, traffic barriers, piles, shafts, or other structures.
 - Maximum inclinations of wall backslope and foreslope.
 - Elevation, slope, and width of wall bench in front of wall.
 - Locations of anticipated shoring.
- **Appurtenances:**
 - Wall appurtenance details needed to construct the wall.
 - Wall appurtenance details that are required but not fully detailed on the plans.
- **Wall Construction Methods and Construction Sequence:**
 - Wall construction methods.
 - Construction sequence.
 - Locations of all shoring.

- **Materials and Quantity Summary List** - All items of each wall.

(b) Design Calculations - Design calculations are calculations that meet the requirements of the project documents, AASHTO LRFD Bridge Design Specifications, as modified by the ODOT GDM, and are consistent with the preapproved retaining wall system, and according to 00150.35.

Include the following items in the design calculations, as applicable:

- **Design Limits:**
 - Structural and geotechnical design input parameters and design assumptions.
 - Wall design loads, load combinations, load factors, and resistance factors for each limit state.
- **Methodology:**
 - Design steps with a detailed design narrative explaining the design and demonstrating how the design meets all applicable design requirements.
 - Explanation of all symbols and variables used in the calculations.
 - A set of hand calculations verifying typical computer generated output.
- **External Stability Calculations** - Calculations showing that the retaining wall system meets external stability requirements, including overturning, sliding, and bearing capacity.
- **Internal Stability Calculations:**
 - Calculations showing that the retaining wall meets internal stability requirements at each level of the wall.
 - Calculations showing adequate structural resistance of prefabricated modular units.
- **Compound Stability** - Calculations showing that the retaining wall meets compound stability requirements.
- **Appurtenances:**
 - Design calculations for wall appurtenances that are required but not fully detailed on the plans.
 - Calculations for all appurtenance load effects on the wall.

The following retaining wall design parameters have been established for this Project:

- Foundation soil unit density..... 0.12 kips/cu. ft.
- Foundation soil angle of internal friction 27 degrees
- Foundation soil nominal (unfactored) bearing resistance..... 2.5 kips/sq. ft.
- Retained soil unit density 0.12 kips/cu. ft.
- Retained soil angle of internal friction 27 degrees
- Peak ground acceleration coefficient (*PGA*)..... 0.15g (Per AASHTO)
- Long period spectral acceleration coefficient (*S_l*) 0.178
- Site class D
- Peak seismic ground acceleration coefficient modified by short period site factor (*A_s*) 0.225 (Per AASHTO)
- Horizontal seismic acceleration coefficient (*K_h*) 0.17

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

0B596.05 Nonproprietary Retaining Wall Submittals - Submit complete unstamped working drawings according to 00150.35 at least 30 Calendar Days before beginning construction of nonproprietary retaining walls. Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings. Obtain the Engineer's written approval before beginning construction of the wall system.

Materials

0B596.10 General:

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

0B596.11 Backfill:

- (a) **Gravel Leveling Pads Backfill** - Furnish dense graded 1" - 0 or the 3/4" - 0 aggregate base material for leveling pads meeting the requirements of 02630.10.
- (b) **Modular Block Core and Drainage Backfill** - Furnish 3/4" - No. 4 PCC aggregate material meeting the requirements of 02690.20 (a) through (f).
- (c) **Gabion Basket Fill** - Furnish a durable well graded 4 to 8 inch size rock material meeting the requirements of 00390.11(b).
- (d) **Granular Structure Backfill** - Furnish dense graded 1" - 0 or 3/4" - 0 aggregate base material meeting the requirements of 02630.10 and the following:
 - (1) **Material Passing No. 200 Sieve** - The amount of material passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 27 and AASHTO T 11.
 - (2) **Plasticity Index** - The plasticity index of the material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.
- (e) **Pipe Drain Backfill** - Furnish granular drain backfill material for drainage pipes meeting the requirements of 00430.11.

0B596.12 Concrete:

- (a) **Cast-in-Place Concrete for Leveling Pads** - Furnish commercial grade concrete for leveling pads meeting the requirements of Section 00440.
- (b) **Precast Concrete Bin Units** - Furnish precast concrete bin units with the following properties:
 - (1) **Portland Cement Concrete** - Class 4000 - 3/4 structural concrete meeting the requirements of Section 00540.
 - (2) **Casting** - Place concrete in each bin unit without interruption and consolidate with an approved vibrator. Use a release agent throughout the casting operation.
 - (3) **Supporting and Curing** - Maintain full support, cure the units, and do not strip or remove the forms from the units until the concrete has obtained a minimum compressive strength of at least 1,000 psi.

- (4) **Finish** - Finish the bin unit front face with a general surface finish according to 00540.53(a).
- (5) **Tolerances** - Manufacture units within the following tolerances:
- a. **Unit Dimensions** - Within $\pm 1/2$ inch between diagonals. Within $\pm 3/16$ inch for all other unit dimensions.
 - b. **Unit Face** - Smooth formed surfaces within $\pm 3/32$ inch when measured with a 3 foot straight edge. Textured-finished surfaces within $\pm 3/16$ inch when measured with a 3 foot straight edge.
- (6) **Acceptance of Bin Unit Concrete Strength** - Acceptance will be according to 00540.17, except acceptance of concrete strength will be determined based on production sublots. A production subplot will consist of either 10 units or a single day's production, whichever is less. Cast one set of cylinders for each production subplot. The concrete strength of a production subplot will be represented by a single compressive strength test on a cylinder.
- (7) **Marking** - On the rear face of each unit scribe the date of manufacture, the production subplot number, and the piecemark.
- (8) **Handling, Storage, and Shipping** - Do not allow chipping, discoloration, cracks, fractures and connecting device damage during handling, storing, and shipping. Support stored units on firm blocking.
- (9) **Rejection** - Units not meeting the requirements of this subsection will be rejected.
- (c) **Dry Cast Concrete Blocks** - Furnish dry cast concrete blocks with the following properties:
- (1) **Aggregate, Strength, Freeze-Thaw Durability, Unit Weight, and Water Absorption:**
 - Aggregate meeting the requirements of ASTM C 33.
 - Blocks meeting the requirements of ASTM C 1372.
 - The average of three coupons or cores have minimum compressive strength of 4,000 psi as tested according to ASTM C 140.
 - Individual coupons or cores have a minimum compressive strength of 3,500 psi as tested according to ASTM C 140.
 - A minimum oven-dry unit weight of 125 pcf as tested according to ASTM C 140.
 - Test, no longer than 18 months before delivery, freeze-thaw durability of five test specimens made with the same materials, concrete mix design, manufacturing process, and curing method that will be used on the project. At least four of the five test specimens shall have a weight loss of not more than 1 percent of the block's initial weight after 150 freeze-thaw cycles as tested according to ASTM C 1262.
 - A maximum water absorption of 1 percent above the water absorption of the subplot of blocks that were produced and passed the freeze thaw test. For the water absorption testing, do not use the same blocks used for the freeze-thaw test.
 - (2) **Portland Cement** - Portland cement meeting the requirements of 02010.10.
 - (3) **Blended Hydraulic Cement** - Blended hydraulic cement meeting the requirements of 02010.20.
 - (4) **Tolerances** - Manufacture within the following geometric tolerances:
 - Molded length and width dimensions within $\pm 1/8$ inch of the block manufacturer's nominal length and width dimensions.
 - Molded height dimension within $\pm 1/16$ inch of the block manufacturer's nominal height dimension.
 - Rear height does not exceed the front height.
 - Top and bottom face groove dimensions within the tolerances specified by the manufacturer.

(5) **Color** - Consistent natural color of dry cast concrete.

(6) **Finish** - Split-face units that when viewed from a distance of 10 feet under diffused light, chips, cracks, and other imperfections are not detectable.

(7) **Acceptance of Blocks** - Acceptance will be determined on tolerances, visual inspection, compressive strength, water absorption, freeze-thaw durability, and unit weight. Acceptance of compressive strength, water absorption, and unit weight will be based on production sublots. The maximum number of blocks per production subplot is 2,000 blocks. Test blocks at the frequency of one set for each production subplot. Acceptance of freeze-thaw durability will be based on the freeze-thaw testing requirements of 0B596.12(c-1).

(8) **Marking** - Indicate the date of manufacture and the production subplot number on each subplot of dry cast concrete blocks.

(9) **Handling, Storage, and Shipping** - Do not allow chipping, discoloration, cracks, or fractures during handling, storing and shipping.

(10) **Rejection** - Blocks not meeting the requirements of this subsection will be rejected.

(d) **Wet Cast Concrete Blocks** - Furnish wet cast concrete blocks with the following properties:

(1) **Concrete** - Commercial grade concrete meeting the requirements of Section 00440.

(2) **Marking** - The rear face of each block is scribed with the date of manufacture, the production subplot number, and the piecemark.

(3) **Color** - Consistent natural color of wet cast concrete.

(4) **Finish** - Smooth face blocks that, when viewed from a distance of 10 feet under diffused light, chips, cracks, and other imperfections are not detectable.

(5) **Tolerances** - Molded length and width dimensions within 1/4 inch from the manufacturer's dimensions. Molded height dimension within 1/8 inch of the manufacturer's dimension.

(6) **Handling, Storing, and Shipping** - Do not allow chipping, discoloration, cracks, or fractures during handling, storing, and shipping.

(7) **Acceptance of Blocks** - Acceptability will be determined by tolerances, visual inspection, and concrete strength. Concrete strength will be based on production sublots. A production subplot is 20 blocks or a single day's production, whichever is less. The production subplot will be represented by a single compressive strength sample of one set of cylinders.

(8) **Rejection** - Blocks not meeting the requirements of this subsection, or any of the following defects will be rejected:

- Honeycombed or open texture concrete.
- Extreme color variation on front face of block.

(e) **Precast Concrete Crib Walls** - Furnish precast concrete crib walls with the following properties:

(1) **Portland Cement Concrete** - Furnish Class 4000 - 3/4 structural concrete meeting the requirements of Section 00540.

(2) **Color** - Consistent natural color of wet cast concrete.

(3) **Finish** - Smooth crib wall members that, when viewed from a distance of 10 feet under diffused light, chips, cracks, and other imperfections are not detectable.

(4) **Tolerances** - Manufactured within $\pm 1/8$ inch of the Manufacturer's nominal dimensions.

(5) **Handling, Storing, and Shipping** - Do not allow chipping, discoloration, cracks, or fractures during handling, storing, and shipping.

(6) **Acceptance of Concrete Strength** - Acceptance of concrete strength will be determined based on production sublots. A production subplot will consist of either 100 crib wall members or a single day's production, whichever is less. Cast one set of cylinders for each production subplot. The concrete strength of a production subplot will be represented by a single compressive strength test on a cylinder.

(7) **Rejection** - Crib units not meeting the requirements of this subsection will be rejected.

0B596.13 Steel:

(a) **Steel Reinforcement for Concrete** - Furnish steel reinforcement for concrete meeting the requirements of Section 00530.

(b) **Metal Bin Gravity Walls** - Furnish metal bin walls meeting the requirements of Section 02350.

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

0B596.14 Geosynthetics:

(a) **Geotextile Filter Layer for Subsurface Drainage Systems** - Furnish Type 1, Level B, drainage geotextile according to Section 02320.

(b) **Geotextile Filter Layer Between Backfill and Gabion Walls** - Furnish Type 2, Level B, riprap geotextile according to Section 02320.

(c) **Geotextile Filter Layer Between Backfill and Other Prefabricated Modular Walls** - Furnish Type 1 or Type 2, Level B, drainage geotextile according to Section 02320.

(d) **Modular Block Drainage Fill Geotextile Filter** - Furnish Type 1, Level B, drainage geotextile according to Section 02320.

Labor

0B596.30 Quality Control Personnel - Provide technicians with CAgT and CDT certifications.

0B596.31 Manufacturer's Field Representative Qualifications and Duties - Provide a Manufacturer's field representative with the following minimum qualifications:

- Is a licensed professional engineer in the State of Oregon.
- Has been trained and certified by the Manufacturer in the construction, installation, and inspection of the selected proprietary retaining wall system.

The times that the Manufacturer's field representative are required to be present or available and the duties of the Manufacturer's field representative are:

- **Preconstruction Conference** - Meet with the Engineer and all contractor supervisory personnel and subcontractors involved in construction of the proprietary retaining wall at the preconstruction conference to discuss methods of accomplishing all phases of work required to construct the proprietary retaining wall.

- **Initial Wall Construction** - Be present at the retaining wall construction site and provide technical assistance to the Contractor and Engineer during all wall construction activities from the beginning of wall construction until at least 10 percent of the total wall length is successfully installed and backfilled to a height of at least 10 feet, or the actual wall height, whichever is less.

Submit daily field observation reports no later than noon of the next working day. Include the following information in the daily field observation reports:

- Date of observation.
 - Description all work observed and whether or not the work was acceptable.
 - Documentation of all communications with the Contractor and Engineer.
 - Name and signature.
- **Remaining Wall Construction** - Be available by phone or in person as needed throughout the remaining construction of the proprietary retaining wall to provide technical assistance to the Contractor and Engineer.
- **Final Field Observations** - Conduct a final field observation of the completed retaining wall construction with the Engineer and Contractor. Submit a final field observation report that includes the following information one Calendar Day after the final field observation:
 - Date of observation.
 - Documentation of all retaining wall deficiencies.
 - Recommendation to accept or reject the retaining wall construction.

Provide a stamped final report to the Engineer no later than 10 Calendar Days after the final field observation of the retaining wall. Include the following information in the final report:

- Preconstruction meeting minutes.
- All daily field observation reports.
- Transcripts of all communications with the Contractor and the Engineer during the remaining wall construction phase.
- Final field observation report.

Construction

0B596.40 General:

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

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

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

0B596.41 Excavation and Foundation Preparation - Perform excavation and prepare and backfill wall foundations according to Section 00510 and the following:

- Grade the foundation level for a width equal to the width of the wall base plus 1.0 feet on each side. Do not reinforce backfill for over-excavated foundations without prior approval.

- Place backfill material in nearly horizontal layers not more than 8 inches thick. Compact the entire surface of each layer with at least three coverages, using equipment made specifically for compaction. Routing hauling and grading equipment over the surface is not acceptable as adequate compaction.
- Do not construct backfill when the backfill, the foundation, or the embankment on which it would be placed is frozen, or unstable.

0B596.42 Leveling Pads:

(a) Cast-in-Place Leveling Pads - Construct cast in place leveling pads with:

- Unreinforced concrete.
- A width of at least the block front face to block back face plus 12 inches (6 inches on each side of the facing units).
- A thickness of 6 inches \pm 1/4 inch.
- A location tolerance of \pm 1 inch of the design location.
- A top pad tolerance of \pm 1/8 inch of the design elevation.

Cure cast-in-place leveling pads at least 12 hours before placing the wall units.

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

- A width of at least the width of the wall facing plus 12 inches (6 inches on each side of the facing units).
- A thickness of at least 6 inches.
- A location tolerance of \pm 1 inch of the design location.
- A top pad tolerance of \pm 1/8 inch of the design elevation.

Compact gravel leveling pads in 3 to 4 inch lifts using a minimum of three passes of a walk behind vibratory plate compactor with a gross static weight of not less than 125 pounds and a total compaction static plus dynamic force of not less than 2,000 pounds.

0B596.43 Subsurface Drainage - Install subsurface drainage before constructing walls.

0B596.44 Erecting Walls:

(a) Dry Cast Concrete Block Walls:

(1) Placement - Begin placing the first course of blocks on top of and in full contact with the lowest foundation level of the leveling pad. Level and align all blocks. Lay blocks as close together as possible and parallel to the straight or curved line of the wall face. Place blocks in vertical or battered positions as shown. Level each course block-to-block and front-to-back. Set each block on the blocks below without rocking. Correct high areas by grinding or shimming with approved shims. Do not use shims within 1 inch of the front face. Do not exceed a shim stack thickness of 1/16 inch. Stack all blocks in a running bond pattern with each block spanning the joint below.

Place granular structure backfill with each course of blocks. When shown, place modular block core backfill and drainage fill backfill, and install drainage fill geotextile and shear pins with each course of blocks. Remove all backfill that is on top of the blocks before installing the next course of blocks or soil reinforcements. Attach the top row of dry cast concrete blocks or cap blocks to the underlying blocks with an adhesive from the QPL. Clean the finished exposed wall face of all foreign material deposits.

(2) Tolerances:

- First course of wall blocks located within \pm 1/4 inch of the design horizontal alignment.
- Final out of plane concavity or convexity of the front face within \pm 3/4 inch in 10 feet.

- Final deviation from the design batter within $\pm 1 \frac{1}{4}$ inch for each 10 feet of wall height.
- Outward leaning batter is zero.
- Each course of blocks within $\pm 1/16$ inch of level when checked with a 4 foot straight edge level.
- Out of plane offset between consecutive rows within $3/4$ inch of the planned offset.
- Finished top of wall elevation within ± 1 inch of the design elevation.

(b) Wet Cast Concrete Block Walls:

(1) Placement - Begin placing the first course of blocks on top of and in full contact with the lowest foundation level of the leveling pad. Level and align all blocks. Lay blocks as close together as possible and parallel to the straight or curved line of the wall face. Place blocks in vertical or battered positions as shown. Level and set each block on the blocks below without rocking. Correct high areas by grinding or shimming with approved shims. Do not use shims within 1 inch of the front face. Do not exceed a shim stack thickness of $1/8$ inch. Stack all blocks in a running bond pattern with each block spanning the joint below.

Place granular structure backfill with each course of blocks. When shown, place modular block core backfill and drainage fill backfill, and install drainage fill geotextile and shear pins with each course of blocks. Remove all backfill that is on top of the blocks before installing the next course of blocks or soil reinforcements. Clean the finished exposed wall face of all foreign material deposits.

(2) Tolerances:

- First course of wall blocks located within $\pm 1/4$ inch of the design horizontal alignment.
- Final out of plane concavity or convexity of the front face within $\pm 3/4$ inch in 10 feet.
- Final deviation from the design batter within $\pm 1 \frac{1}{4}$ inch for each 10 feet of wall height.
- Outward leaning batter is zero.
- Each course of blocks within $\pm 1/8$ inch of level when checked with a 4 foot straight edge level.
- Front-to-back tilting within $\pm 1/4$ inch of the design batter when measured with a straight edge level long enough to span the entire front-to-back distance of the block.
- Out of plane offset between consecutive rows within $\pm 3/4$ inch from the planned offset.
- Finished top of wall elevation within ± 1 inch of design elevation.

(c) Gabion Walls:

(1) General - Select and use:

- The same style of mesh for the gabion panel bases, ends, sides, diaphragms, and lids.
- The same method of joining the edges of a single gabion unit.
- The same method of tying successive gabion units together throughout each structure.

Place riprap geotextile according to Section 00350 and the following:

- Minimum overlap shall be 12 inches.
- Against the back of the gabion wall before placing backfill material.

(2) Assembly - Assemble each style of gabion by rotating the panels into position and joining the vertical edges with tie wire or alternate fasteners.

If twisted wire panels are tied with tie wire, join the selvage vertical edges with alternating single and double loops at 4 inch nominal spacing.

If welded wire panels are tied with tie wire, pass the tie wire through each mesh opening along the vertical edges joint and secure with a half hitch locked loop.

Leave no openings greater than 4 3/4 inches (line dimension) along the edges or at corners of tied or spiral bound gabions of either mesh style. Crimp the edges of spiral binding wire to secure the spiral in place.

If high tensile fasteners are used instead of tie wire, install one fastener in each mesh opening according to the manufacturer's recommendations.

(3) Placement - Set the empty gabions in place and connect each gabion to the adjacent gabion along the top and vertical edges with tie wire or spiral binders. Connect each layer of gabions to the underlying layer along the front, back and sides with tie wire or spiral binders in the same manner as specified for assembly of baskets. Common wall construction will not be allowed.

Before filling each gabion with rock, remove all kinks and folds in the wire fabric and properly align all baskets. Remove all temporary clips and fasteners. The assembled gabion baskets may be placed in tension before filling.

Concurrently with the filling of the baskets, place granular structure backfill around the assembled baskets to the limits shown. Maintain the outside backfill approximately level with the inside fill.

(4) Basket Filling - Place rock by hand or machine. Maintain basket alignment, avoiding bulges, and fill with minimum voids. Provide an exposed rock surface that is smooth, neat appearing, and has no sharp edges projecting through the wire mesh.

Place the rock in layers to allow placement of internal connecting wires in each outside cell of the structure or when directed at the following intervals:

- None required for 1 foot high baskets.
- At the one half point for 1 1/2 foot high baskets.
- At one third points for 3 foot high baskets.

Fill the basket so the lid will bear on the rock when it is closed. Secure the lid to the sides, ends, and diaphragms with tie wire or spiral binders in the same manner as assembling the baskets.

(5) Repairs - During construction, repair and secure all breakage of the wire mesh that results in mesh or joint openings larger than 4 3/4 inches (line dimension). Make repairs using 13 1/2 gauge galvanized tie wire as directed.

Repair damaged PVC coated wire in a manner that provides the same degree of corrosion resistance as the undamaged wire, according to the manufacturer's recommended repair procedures and as approved.

(6) Tolerances:

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

(d) Metal Bin and Precast Concrete Bin Walls:

(1) Placement - Begin placing the first course of bin wall units on top of and in full contact with the prepared leveling pad surface. Concurrently with the assembly of the bins, place granular structure backfill within and around the bins of the assembled wall to the limits shown. Maintain the outside backfill approximately level with the inside backfill.

(2) Tolerances:

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

(e) Precast Concrete Crib Walls:

(1) Placement - Begin placing the first course of crib wall units on top of and in full contact with the prepared leveling pad surface. Concurrently with the assembly of the cribs, place granular structure backfill within and around the cribs of the assembled wall to the limits shown. Maintain the outside backfill approximately level with the inside backfill. Fill depressions of stringers and spacers and compact without displacing them from line and batter.

(2) Tolerances:

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

0B596.45 Geotextile Placement - Install geotextiles according to Section 00350 and as shown.

0B596.47 Backfill Placement:

(a) General - Do not misalign wall units or damage wall components when placing backfill material. Remove and replace all misaligned or damaged wall materials at no additional cost to the Agency.

(b) Compaction - Meet the following requirements:

(1) Equipment - Provide the following compaction equipment:

a. Backfill In and Within 3 Feet Behind Wall Units - Walk behind vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor; each with a gross static weight of not more than 1,000 pounds and a total compaction static plus dynamic force of not more than 5,000 pounds.

b. Backfill More Than 3 Feet Behind Wall Units - Vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor.

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

(3) Moisture Content - Prepare backfill material to within minus 4% to plus 2% of optimum moisture content at the time of compacting. Add water to material that does not contain sufficient moisture and thoroughly mix. Remove excess moisture by manipulation, aeration, drainage, or other means before compacting.

(4) Density:

a. Backfill In and Within 3 Feet Behind Wall Units - Compact to 95% of maximum density using the required number of passes determined according to 0B596.47(b-5-a).

b. Backfill More Than 3 Feet Behind Wall Units - Compact to 95% of maximum density determined according to 0B596.47(b-5-b).

(5) Testing Methods and Frequency:

a. Test Pad Method - Before placing the wall backfill, determine the number of passes necessary to achieve the specified density by constructing a test pad that is at least 5 feet wide, 15 feet long, and 3 feet in final depth. Construct test pad fill in layers no more than 8 inches thick using the same equipment and methods that will be used to compact the wall backfill. Perform at least one density test according to AASHTO T 310 on each test pad layer. Construct and test a new test pad when changes in material occur or different equipment is used during the construction of the wall backfill, except a new test pad is not required for modular block drainage backfill.

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

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

Maintenance

0B596.60 Protecting Work - Protect and repair work as follows:

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

Measurement

0B596.80 Measurement - No measurement of quantities will be made for retaining walls.

The estimated quantity of retaining walls are:

Recycling Center Station Limits	Area
Sta. 0+00 to Sta. 0+68.05	422 sq. ft.

Excavation below elevations shown will be measured according to 00510.80(b).

Payment

0B596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Retaining Wall, Prefabricated Modular Gravity	Lump Sum

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.

Excavation below elevations shown will be paid for according to 00510.90(c).

No separate or additional payment will be made for:

- manufacturer's representative
- excavation, shoring, leveling pads, and specified backfill
- wall drainage and filter systems
- cast-in-place and precast standard coping

SECTION 0C596 - CAST-IN-PLACE CONCRETE RETAINING WALLS

Description

0C596.00 Scope - This work consists of furnishing and constructing nonproprietary cast-in-place concrete retaining walls as shown and specified.

0C596.02 Cost Reduction Proposals - According to 00140.70, cost reduction proposals will be considered for proprietary retaining wall systems that are preapproved by the Agency before advertisement of the Project.

0C596.03 Definitions:

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

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

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

Retained Backfill - Backfill within a distance of $H/2$ behind the rear face of a retaining wall. H is the total height of the wall excluding the footing.

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

Rigid Gravity Retaining Wall System - A retaining wall composed of monolithic cast-in-place concrete with a nominal amount of reinforcement placed near exposed faces that depends on concrete self weight for stability.

Semi-Gravity Cantilever Retaining Wall System - A retaining wall composed of a cast-in-place reinforced concrete flexural stem and base slabs that resist the moments and shears to which they are subjected and depends on concrete self weight and from the weight of backfill over its heel for stability.

0C596.05 Submittals - Submit complete working drawings according to 00150.35 at least 30 Calendar Days before beginning construction of cast-in-place retaining walls, including the following:

- Unstamped working drawings for the cast-in-place walls.
- Stamped working drawings and calculations for excavation shoring.
- Stamped working drawings and calculations for wall formwork.

Field verify existing ground elevations and bottom of wall elevations before preparing and submitting working drawings. Obtain the Engineer's written approval before beginning construction of the wall system.

Materials

0C596.10 Quality Control - Provide quality control according to Section 00165.

0C596.11 Backfill:

(a) **Granular Structure Backfill** - Furnish dense graded 1" - 0 or 3/4" - 0 aggregate base material for walls meeting the requirements of 02630.10 and the following:

(1) **Material Passing No. 200 Sieve** - The amount of material passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 27 and AASHTO T 11.

(2) **Plasticity Index** - The plasticity index of the material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.

(b) **Pipe Drain Backfill** - Furnish granular drain backfill material for drainage pipes meeting the requirements of 00430.11.

0C596.12 Concrete:

(a) **Cast-in-Place Concrete for Rigid Gravity Retaining Walls** - Furnish commercial grade concrete meeting the requirements of to Section 00440.

(b) **Cast-in-Place Concrete for Semi-Gravity Cantilever Retaining Walls** - Furnish Class 4000 - 3/4 structural concrete meeting the requirements of Section 00540.

0C596.13 Steel - Furnish steel reinforcement for concrete meeting the requirements of Section 00530.

0C596.14 Geosynthetics - Furnish Type 1, Level B, drainage geotextile for subsurface drainage systems according to Section 02320.

0C596.15 Piles - Furnish piling meeting the requirements of Section 00520.

Labor

0C596.30 Quality Control Personnel - Provide technicians with CAgT and CDT certifications.

Construction

0C596.40 General - Construct cast-in-place concrete retaining walls as shown.

0C596.41 Excavation and Foundation Preparation - Perform excavation and prepare backfill wall foundations according to Section 00510 and the following:

- Grade the foundation level for a width equal to the combined width of the wall footing plus 1.0 foot on each side.
- Place backfill material in nearly horizontal layers not more than 8 inches thick.
- Do not construct backfill when the backfill, the foundation, or the embankment on which it would be placed is frozen, or unstable.

0C596.42 Compaction - Compact according to the following:

(a) **Equipment** - Provide the following compaction equipment:

(1) **Backfill Within 3 Feet Behind Wall** - Walk behind vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor; each with a gross static weight of not more than 1,000 pounds and a total compaction static plus dynamic force of not more than 5,000 pounds.

(2) **Backfill More Than 3 Feet Behind Wall** - Vibratory roller compactor with a single smooth drum, vibratory plate compactor, or rammer/tamper plate compactor.

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

(c) **Moisture Content** - Prepare the granular structure backfill material to within minus 4% to plus 2% of optimum moisture content at the time of compacting. Add water to material that does not contain sufficient moisture and thoroughly mix. Remove excess moisture by manipulation, aeration, drainage, or other means before compacting.

(d) **Density:**

(1) **Backfill Within 3 Feet Behind Wall** - Compact to 95% of maximum density using the required number of passes determined according to 0C596.42(e-1).

(2) **Backfill More Than 3 Feet Behind Wall** - Compact to 95% of maximum density determined according to 0C596.42(e-2).

(e) **Testing Methods and Frequency:**

(1) **Test Pad Method** - Before placing the wall backfill, determine the number of passes necessary to achieve the specified density by constructing a test pad that is at least 5 feet wide, 15 feet long, and 3 feet in final depth. Construct test pad fill in layers no more than 8 inches thick using the same equipment and methods that will be used to compact the wall backfill. Perform at least one density test according to AASHTO T 310 on each test pad layer. Construct and test a new test pad when changes in material occur or different equipment is used during the construction of the wall backfill.

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

(f) **Deflection Requirement** - Conduct at least one deflection test, witnessed by the Engineer on each compacted layer of backfill according to ODOT TM 158. If the tested layer exhibits yielding, deflection, reaction, or pumping, rework the area to provide acceptable test results before placing the next layer.

0C596.43 Wall Construction:

(a) **Wall Drainage** - Construct wall drainage according to Section 00430.

(b) **Cast-in-Place Concrete Gravity Retaining Walls** - Construct cast-in-place concrete gravity retaining walls as shown.

(c) **Cast-in-Place Semi-Gravity Cantilever Retaining Walls** - Construct cast-in-place concrete semi-gravity retaining walls as shown.

Measurement

0C596.80 Measurement - No measurement of quantities will be made for retaining walls.

The estimated quantity of retaining walls are:

Structure

Area

All Retaining Walls

1330 sq. ft.

The estimated quantities, for estimating purposes only, of concrete, steel reinforcement, excavation, shoring, and specified backfill for retaining wall systems are:

Structure

Material

Estimated Quantities

Retaining Walls & Footings

Structural Concrete

110 cu. yd.

Excavation below elevations shown will be measured according to 00510.80(b).

Payment

0C596.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item

Unit of Measurement

(a) Retaining Wall, Cast-In-Place Concrete Semi-Gravity Cantilever Lump Sum

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.

Excavation below elevations shown will be paid for according to 00510.90(c).

No separate or additional payment will be made for:

- excavation, shoring, and specified backfill
- wall drainage and filter systems
- concrete and reinforcement for concrete

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

No separate or additional payment will be made for emulsified asphalt tack coat. Approximately 0.1 tons of emulsified asphalt in tack coat will be required on this Project.

SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

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

00744.01 Abbreviations - Add the following abbreviation to the beginning of the list:

MAMD - Moving Average Maximum Density

00744.02 Definitions - Add the following definitions:

Lot Size - A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flares to be evaluated as a separate lot.

Sublot Size - A sublot is 1,000 tons of MHMAC, or the amount of MHMAC placed in a day if less than 1,000 tons is placed.

00744.10 Aggregate - Replace the paragraph that begins "Furnish coarse, fine, and..." with the following paragraph:

Furnish coarse and fine aggregates for MHMAC meeting the following requirements:

00744.10(c) Fractured Faces - In the sentence that begins "Provide crushed aggregate...", replace "AASHTO TP 61" with "AASHTO T 335".

00744.10(f) Fine Aggregate - Replace the paragraph that begins "Blend Sand..." with the following paragraph:

Blend sand is allowed for Levels 1, 2, and 3 mixes. Do not use more than 6% natural or uncrushed blend sand, by weight, in the total aggregate. Provide a means of verifying and documenting the amount of blend sand added to the aggregate.

00744.11(a) Asphalt Cement - Delete the paragraph that begins "Testing of the asphalt cement...".

Delete the paragraph that begins "Asphalt in RAP material, when blended...".

Replace the sentence that begins "Use PG 64-22 or..." with the following sentence:

Use PG 64-28 or PG 70-28 asphalt on this Project.

00744.13 Job Mix Formula (JMF) Requirements - Replace the paragraph that begins "Provide a JMF for the Project meeting the following..." with the following paragraph:

Do not begin production of MHMAC for use on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. A new JMF is required if the asphalt cement grade, additives, or the source of the aggregate changes during production. Provide a JMF for the Project meeting the following criteria:

Add the following paragraph to the end of this subsection:

For dense graded Level 3 wearing course mixes, the mix design submittal shall include the results of the performance testing as outlined in the latest ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

00744.14 Tolerances and Limits - Under the "Constituent of Mixture/MHMAC All Types" list, delete the "Asphalt Cement - ODOT TM 321 (Cold Feed/Meter)..." line.

00744.16 MHMAC Acceptance - Replace this subsection with the following subsection:

00744.16 MHMAC Acceptance - For each 1,000 tons of placement, a CAT-1 shall perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content (AASHTO T 308 with ODOT TM 323 determined Calibration Factor)
- Gradation (AASHTO T 30)
- Mix Moisture (AASHTO T 329)
- Maximum Specific Gravity (AASHTO T 209)

When less than 1,000 tons of mix is placed in a day, perform a minimum of one series of tests per day. Provide test results to the Engineer by the middle of the following work shift.

Provide split samples for Verification and Independent Assurance testing to the Engineer when requested.

For each subplot, sample and submit to the Engineer the asphalt cement according to AASHTO T 40 and Section 4(C) of the MFTP for compliance testing by the Owner's independent testing laboratory.

Testing for irregular areas not completed during the main paving operations, such as driveways or guardrail flares may be waived upon written notice and accepted visually by the Engineer.

When three or more tests are performed on a project, a price adjustment will be calculated according to 00744.95.

Add the following subsection:

00744.17 Small Quantity Acceptance - When less than three test results are obtained on a project, the MHMAC will be accepted according to the following:

(a) Within Specification Limits - If all subplot sample test results are within specification limits for all constituents (including compaction) the material will be accepted and the full bid price will be paid for the material represented by that test.

(b) Outside Specification Limits - If a subplot sample test result for any constituent is outside the specification limit the Engineer will have the backup sample tested.

(1) Backup Within Specifications - If the backup sample test results for all constituents are within specification, the material will be accepted and the full bid price will be paid for the material represented by that test.

(2) Backup Out of Specifications - If the backup sample test results are out of specification, the Contractor may choose to accept the price adjustment calculated according to 00744.95 or may choose to sample the in-place material for further testing. The price adjustments will be computed using all original test results as well as all backup test results. (If there are less than three tests, average the two tests you have and use the average as the third test result). In no case will the composite pay factor (CPF) be greater than 1.0.

(3) In-Place Samples - If the in-place material is sampled, the Engineer will select and sample from three random locations from the area represented by the lot in question. Those samples will be tested and if found to be within specification the material will be accepted and paid for at the full bid price. If the material proves to be outside of the specification limits, the material will be accepted and paid for at an adjusted price according to 00744.95. In no case will the CPF be above 1.0.

00744.44 Tack Coat - Add the following paragraph to the end of this subsection:

Treat all paved surfaces on and against which MHMAC is to be placed with an asphalt tack coat according to Section 00730. Immediately before applying the tack coat, clean and dry the surface to be tacked. Remove all material, loose or otherwise, that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Add the following subsection:

00744.48 Hauling, Depositing, and Placing - Haul, deposit, and place MHMAC as follows:

(a) **Hauling** - Cover MHMAC if rain or cold air temperatures are encountered any time between loading and placement.

MHMAC will be rejected before placing if one or more of the following is found:

- Below specified placing temperature limit
- Slumping or separating
- Solidifying or crusting
- Absorbing moisture

Dispose of rejected loads at no additional cost to the Agency.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation.

(b) **Depositing** - Deposit MHMAC from the hauling vehicles so segregation is prevented.

When MHMAC is windrowed, the pick-up equipment shall:

- Pick up substantially all of the MHMAC deposited on the roadway.
- Be 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.

(c) **Placing** - Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical.

Do not place MHMAC during rain or other adverse weather conditions, unless allowed by the Engineer. MHMAC in transit at the time adverse conditions occur may be placed if:

- It has been covered during transit.
- The MHMAC temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.
- All other requirements are met.

When leveling irregular surfaces and raising low areas, do not exceed 2 inches actual compacted thickness of any one lift, except the actual compacted thickness of intermittent areas of 1,000 square feet or less may exceed 2 inches, but not more than 4 inches. This may require portions of the mixture to be laid in two or more lifts.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 4 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Do not intermingle MHMAC produced from more than one JMF. Each base course panel placed during a working shift shall conform to a single JMF. The wearing course shall conform to a single JMF.

00744.49 Compaction - Replace this subsection with the following subsection:

00744.49 Compaction - Immediately after the MHMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 91% of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot test results

are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day.

Compaction to a specified density will not be required on temporary surfacing, guardrail flares, mailbox turnouts, road approaches, pavement repair, and areas of restricted width (less than 8 feet wide) or limited length, regardless of thickness. Compact these surfaces according to 00749.45.

00744.90 Payment – No separate measurement or payment will be made for asphalt cement, mineral filler, lime, anti-strip, any other additive used in the mixture. No separate measurement will be made for asphalt tack coat, saw cutting of existing pavement or cleaning.. No MHMAC Price Adjustments will be made.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications.

SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

- Permanent Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷	(% Purity (minimum)	x	% Germination) (minimum)	=	Amount (lb/acre)
<i>Festuca idahoensis</i> Elmer (Idaho fescue)	6		_____		_____		_____
<i>Bromus marginatus</i> <i>Nees ex Steud.</i> (Mountain brome)	18		_____		_____		_____
<i>Achillea</i> L. (Yarrow)	1/2		_____		_____		_____

* Oregon Certified Seed

Add the following subsection:

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

01030.48(b-2) Dry Mulch – Add the following paragraphs to the end of this subsection:

Compost Material Mulch - Evenly apply compost material mulch with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil. Apply compost at a uniform depth of 2 inches. Apply at least 3 feet over the top of the slope or overlap the material into existing vegetation.

When seed is required, apply it by one of the following methods:

1. Two-step Pneumatic Application:

- **Step 1** - Apply compost to a uniform depth of 2 inches with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil.
- **Step 2** - Uniformly mix seed with additional compost material and apply the combined seed and compost material over the first layer to a depth of 1/4 inch with a pneumatic blower or other similar methods.

2. Two-step Pneumatic and Hydroseeding Application:

- **Step 1** - Apply compost to a uniform depth of 2 inches with a pneumatic blower or other equipment that propels the material directly at the soil surface and achieves direct contact with the soil.
- **Step 2** - Hydroseed over the first layer according to 001030.48(a) except do not use fertilizer unless shown.

01030.71 Waste Disposal - Replace this subsection with the following subsection:

01030.71 Disposal of Materials - Dispose of all materials according to 00290.20.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

**SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS,
2 INCH AND SMALLER**

Comply with Section 01170 of the Standard Specifications.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions - Replace the "Modifiers" line with the following:

Modifiers - Pozzolans, ground granulated blast furnace slag, and latex.

Replace the "Pozzolans" line with the following:

Pozzolans - Fly ash, silica fume, and metakaolin.

02001.30 Concrete Mix Design - Replace the paragraph that begins "High performance concrete..." with the following paragraph and bullets:

High performance concrete (HPC) mix designs shall contain any of the following:

- Cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.
- Cementitious material with modifiers proportioned according to 02001.31(c) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

02001.31(b) Pozzolans - Replace this subsection, except for the subsection number and title, with the following:

Pozzolans or GGBFS may be used separately or in combinations up to 30% of the total cementitious materials content.

02001.31(c) Modifiers - Replace this subsection, except for the subsection number and title, with the following:

Modifiers may be used separately or in combinations as approved by the Engineer. Alternate HPC proportions may be:

Fly Ash	12% - 18%
GGBFS	20% - 35%
Silica Fume	3% - 5%

For alternate HPC mix designs do not replace more than 50% of total cementitious material with modifiers.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

02001.31(f) Aggregate - Replace the paragraph that begins "If the nominal... and the three bullets with the following paragraph and bullets:

If the nominal maximum size of the coarse aggregate is not included as a part of the class of concrete, or shown on the plans, any size from 1 1/2 inch to 3/8 inch nominal maximum size aggregate may be used according to the ACI guidelines except:

- Use 3/4 inch nominal maximum size or larger aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size aggregates in drilled shafts unless otherwise indicated.

02001.32(b) Plastic Concrete - Add the following to the bottom of the test and test method list:

Length Change	ASTM C 157
Permeability	AASHTO T 277

Add the following subsections:

02001.32(d) Length Change Tests - For all HPC mix designs, make at least three specimens from the trial batch for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

02001.32(e) Permeability Tests - For alternate HPC mix designs, make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.

02001.34 Current Mix Designs - Add the following paragraphs to the end of this subsection:

For HPC mix designs, test according to the following and submit results:

Test	Test Method	Acceptance Value
Length Change	ASTM C 157	—
Permeability	AASHTO T 277	1,000 coulombs (max.) at 90 days

Add the following subsections:

02001.34(a) Length Change Tests - For all HPC mix designs make at least three specimens for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the

period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

02001.34(b) Permeability Tests - For alternate HPC mix designs make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.

SECTION 02030 - MODIFIERS

Comply with Section 02030 of the Standard Specifications modified as follows:

02030.10 Fly Ash - Replace this subsection with the following subsection:

02030.10 Fly Ash - Furnish Class C, Class F, or Class N fly ash from the QPL and meeting the requirements of AASHTO M 295 (ASTM C 618).

SECTION 02050 - CURING MATERIALS

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

02050.10 Liquid Compounds - In the paragraph that begins "Furnish liquid...", replace "AASHTO M 148" with "ASTM C 309".

Add the following to the end of this subsection:

Before using liquid compounds, submit one quart samples of each lot for testing except samples are not required for commercial grade concrete applications unless the liquid compound is a conditionally approved product.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a-1) Geotextiles - Replace the bullet that begins "Meet or exceed..." with the following bullet:

- Meet or exceed the properties specified in 02320.20.

02320.10(c-2) Level B - Manufacturer's Quality Compliance Certificate - In the paragraph that begins "If the brochure..." replace the words "in Table 02320-1" with the words "in 02320.20".

02320.20 Geotextile Property Values - Replace Table 02320-1 with the following tables:

Table 02320-1 Geotextile Property Values for Drainage Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

Table 02320-2 Geotextile Property Values for Riprap Geotextile *

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
* Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

Table 02320-3 Geotextile Property Values for Sediment Fence

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation * ≥ 50%	Elongation * ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70

* Measured according to ASTM D 4632.

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation)

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

Table 02320-5 Geotextile Property Values for Embankment Geotextile

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.10 Preformed Joint Fillers for Concrete - Replace this subsection, except for the subsection number and title with the following:

Furnish preformed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.10 Deformed Bar Reinforcement - Replace the sentence that begins "Unless otherwise specified..." with the following sentence:

Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

SECTION 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(a) Grading - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 *	—	—	—	—	—
---------	---	---	---	---	---

* Report percent passing sieve when no grading requirements are listed

02630.10(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

02630.11(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

SECTION 02690 - PCC AGGREGATE

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(e-1) Fracture - In the sentence that begins "Provide aggregate...", replace "AASHTO TP 61" with "AASHTO T 335".

SECTION 03020 - EROSION MATERIALS

Section 03020, which is not a Standard Specification, is included in this Project by Special Provision.

Description

03020.00 Scope - This Section includes the requirements for erosion control materials.

Materials

03020.10 Commercially Manufactured Compost - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and it's Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:
 - Source-separated yard and garden wastes
 - Wood wastes
 - Agricultural crop residues
 - Wax-coated cardboard
 - Preconsumer vegetative food wastes

- Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
- Manure or biosolids based composts when approved.
- Meets the following compost particle size and media parameters:

Compost Particle Size

Sieve Size	Compost Type		
	Fine*	Medium*	Coarse**
	Percent Passing (By Dry Weight)		
3"	100	100	100
1"	100	95-100	90-100
3/4"	100	95-100	70-100
5/8"	100	90-100	70-100
1/2"	100	90-100	70-100
1/4"	100	50-60	30-50
* maximum 3 inch particle length ** maximum 6 inch particle length			

Media Parameters

Test	Test Method	Requirements	
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%	
Organic Matter	TMECC** 05.07-A	35% (Minimum)	
pH	TMECC** 04.11-A	6.0 to 8.5	
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)	
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio	
		Fine	Medium & Coarse
		<25:1	<30:1
Stability	TMECC** 05.08-B	5 to 7	
Maturity	TMECC** 05.05-A	80% or Greater	
Moisture Content	TMECC** 03.09-A	35-60% (Wet Weight)	
* Man-made Inert ** Test Methods for Evaluation of Compost and Composting			

03020.90 Acceptance - Acceptance of commercially manufactured compost material will be the following:

- Quality compliance certification according to 00165.35.
- Copies of STA lab analysis.
- Copy of DEQ permit or registration of the compost producer.

PART V - BID PROPOSAL FORMS

Bid Proposal

Bid Schedule

Bid Bond

First-Tier Subcontractor Disclosure Form

BID PROPOSAL

To: Deschutes County Department of Solid Waste
61050 SE 27th Street
Bend, Oregon 97702

Project Name: Southwest Transfer Station
Trailer Bay and Bin Storage
Improvements Project

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

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

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

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

_____.

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

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

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the County and fully complete the project according to the time schedule specially set forth in the contract documents. Bidder further agrees to pay liquidated damages for failure to complete within the specified time.

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

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

_____, whose address is

STREET

CITY

STATE

ZIP

BID SCHEDULE

SOUTHWEST TRANSFER STATION TRAILER BAY AND BIN STORAGE IMPROVEMENTS PROJECT

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>COST</u>
1	MOBILIZATION	1	LS	\$ _____	\$ _____
2	TEMPORARY TYPE CL-6 FENCE	145	FOOT	\$ _____	\$ _____
3	EROSION CONTROL	1	LS	\$ _____	\$ _____
4	PLASTIC SHEETING	55	SQYD	\$ _____	\$ _____
5	SEDIMENT FENCE, UNSUPPORTED	155	FOOT	\$ _____	\$ _____
6	REMOVAL OF ASPHALT CONCRETE PAVEMENT	1	LS	\$ _____	\$ _____
7	REMOVAL OF RETAINING WALL	1	LS	\$ _____	\$ _____
8	CONSTRUCTION SURVEY WORK	1	LS	\$ _____	\$ _____
9	ASPH PVMNT SAW CUTTING	200	FOOT	\$ _____	\$ _____
10	CLEARING AND GRUBBING	1	LS	\$ _____	\$ _____
11	EMBANKMENT IN PLACE	210	CUYD	\$ _____	\$ _____
12	REINFORCEMENT IN CONCRETE SLABS	1	LS	\$ _____	\$ _____
13	GENERAL STRUCTURAL CONCRETE, CLASS 3500 IN CONCRETE SLABS	1	LS	\$ _____	\$ _____
14	RETAINING WALL, PREFABRICATED MODULAR GRAVITY	1	1 LS	LS \$ _____ \$ _____	\$ _____ \$ _____
15	RETAINING WALL, CAST-IN-PLACE SEMI-GRAVITY CANTILEVER	1	LS	\$ _____	\$ _____

16	PLANT MIX AGGREGATE BASE	150	TON	\$ _____	\$ _____
17	LVL 3, 1/2 INCH DENSE MHMAC MIX	100	TON	\$ _____	\$ _____
18	PG 70-28 ASPHALT IN MHMAC	6	TON	\$ _____	\$ _____
19	SALVAGE AND RELOCATE GUARDRAIL, TYPE 2A	50	FOOT	\$ _____	\$ _____
20	GUARDRAIL END PIECE, TYPE B	1	EACH	\$ _____	\$ _____
21	GUARDRAIL POSTS - METAL	3	EACH	\$ _____	\$ _____
22	GUARDRAIL BLOCKS	6	EACH	\$ _____	\$ _____
23	PERMANENT SEEDING AND MULCHING	0.1	ACRE	\$ _____	\$ _____
24	SCREEN FENCING	1	LS	\$ _____	\$ _____
25	48" CHAIN LINK FENCE	68	FOOT	\$ _____	\$ _____
26	1 1/2-INCH WATER SERVICE CONNECTION	1	EACH	\$ _____	\$ _____

TOTAL BID PRICE: \$ _____

TOTAL: BID PRICE (written words):

- NOTES:
- A. Bidder must bid on all items #1 through #26.
 - B. All bids must be accompanied by a bid security in the amount of ten percent (10%) of the Total Bid Price.
 - C. The successful Bidder must post both a Performance and Payment Bond each in the amount of one hundred percent (100%) of the awarded contract amount Total Bid Price to guarantee that the successful bidder will fulfill all of his obligations under this Contract.

ACKNOWLEDGEMENT OF ADDENDUMS

The undersigned acknowledges receipt of and has incorporated the addenda listed below in the Total Bid Price submitted herein:

Addenda #	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

It is understood that the right is reserved by Deschutes County to reject any or all proposals or bids. In the event that the Contract is not awarded within thirty (30) days after the receipt of bids, the Bidder will be released from his bid unless an extension of time is mutually agreed upon.

The undersigned certifies the bid prices contained in this proposal or bid have been carefully checked and are submitted as correct and final.

The name of the Bidder submitting this Proposal is:

_____ of
 NAME CCB# TELEPHONE

_____ of
 ADDRESS CITY STATE ZIP

Which is the address to which all communication concerning this proposal and the Contract shall be sent.

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

_____	_____
_____	_____
_____	_____

(IF SOLE PROPRIETOR OR PARTNERSHIP)

IN WITNESS HERETO, the undersigned has set his/her hand this _____ day of _____, 2015.

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 _____, 2015.

Name of Corporation

By: _____

Title: _____

Attest: _____
Signature and Title

Bid Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, hereinafter called the Principal, and _____,
a corporation duly organized under the laws of the State of _____, having its principal place of business at
_____ in the state of _____, and authorized to do business in the State of
Oregon, as Surety, are held and firmly bound unto the _____
hereinafter called the Oblige, in the penal sum of _____ DOLLARS
(\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas the Principal herein is herewith submitting his or its bid proposal for the
SOUTHWEST TRANSFER STATION TRAILER BAY AND BIN STORAGE IMPROVEMENTS PROJECT, said bid
proposal, by reference thereto, being 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 _____, 2015.

SURETY

CONTRACTOR

Name

Name

By: _____

By: _____

Title: _____

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

SOUTHWEST TRANSFER STATION TRAILER BAY AND BIN STORAGE IMPROVEMENTS PROJECT

BID CLOSING TIME AND DATE: **2:00 pm, Tuesday, March 25, 2015**

NAME OF BIDDING CONTRACTOR: _____

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

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

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

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 No.: _____

PART VI - AGREEMENT FORMS

Contract

Performance Bond

Payment Bond

Certificate of Insurance

CONTRACT

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

Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project

WITNESSETH:

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

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

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

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

IN WITNESS WHEREOF, DESCHUTES COUNTY has caused this agreement to be signed in its name, by its Board of County Commissioners, duly attested by its Recording Secretary; and the said Contractor has caused this Contract to be signed and sealed the same as of the _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

TAMMY BANEY, CHAIR

ANTHONY DEBONE, VICE CHAIR

ALAN UNGER, COMISSIONER

ATTEST:

RECORDING SECRETARY

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED:

TIMM SCHIMKE, DIRECTOR OF SOLID WASTE

APPROVED AS TO FORM:

LEGAL COUNSEL

Performance Bond

Bond No. _____

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, 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 _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of the **Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project**.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 2015.

ATTEST:

(Principal) Secretary

(Seal)

Principal

BY: _____

Witness as to Principal

Address

Address

Surety

ATTEST:

(Surety) Secretary

(Seal)

Agent of Record

Telephone Number

Witness as to Surety

Address

BY: _____
Attorney-in-Fact

Address

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

Payment Bond

Bond No. _____

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, 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 _____, 2015, a copy of which is hereto attached and made a part hereof for the construction of the **Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project**.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 2015.

ATTEST:

(Principal) Secretary

(Seal)

Principal

BY: _____

Witness as to Principal

Address

Address

Surety

ATTEST:

(Surety) Secretary

(Seal)

Agent of Record Telephone Number

Witness as to Surety

Address

BY: _____
Attorney-in-Fact

Address

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

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2015-___

INSURANCE REQUIREMENTS

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

Project: Southwest Transfer Station Trailer Bay and Bin Storage Improvements Project

Contractor Name: TBD

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

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

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding

claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
 \$1,000,000
 \$2,000,000

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

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

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review



Date

January 6, 2015

PART VII - CONTRACT DRAWINGS
(Bound Separately)