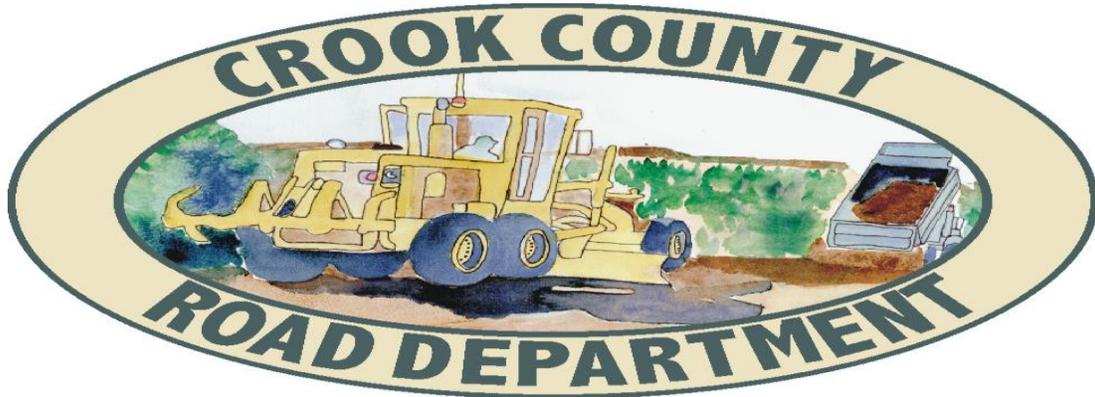


# BIDDER'S PROPOSAL PACKET



CROOK COUNTY ROAD DEPARTMENT  
1306 N. MAIN STREET  
PRINEVILLE, OREGON 97754

**PROJECT NAME:** Crook County Barnes Butte Overlay

**CONTRACT NO:** 2021-03

**MANDATORY PRE-BID MEETING:** March 2, 2022 @ 10:00 a.m.

**SUBMITTAL DEADLINE:** March 10, 2022 @ 2:00 p.m.

**OPENING OF BIDS:** March 10, 2022 @ 3:00 p.m.

**AWARD DATE:** March 16, 2022 @ 9:00 a.m.

**BIDDER'S NAME:**

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# **SECTION I**

## **PROPOSAL INFORMATION AND REQUIREMENTS**

**Proposal Information / Requirements  
Description of Work / Specifications**

# Proposal Information and Requirements

## Crook County Barnes Butte Overlay Project Contract No.: 2021-03

### TIME AND PLACE OF RECEIVING PROPOSALS

Sealed proposals for this project must be received by Crook County Administration Office by the deadline. Each bid shall be enclosed in a sealed envelope and hand-delivered to 203 NE Court Street, Prineville, OR 97754 or mailed to Crook County Courthouse, Administration Office, 300 NE 3rd Street, Prineville, OR 97754. **The bid must be received not later than 2:00 p.m., as determined by the clock located in the Administration office on or before the day of March 10, 2022.** No bid received after that time will be opened or considered. *No electronic (via fax or email) submissions will be accepted.* Postmarks will not be used to determine date of receipt.

First Tier Subcontractor Disclosure will be required by **2:00 p.m., on March 10, 2022.**

The sealed proposals for the work described will be publicly opened and read at **3:00 p.m. on March 10, 2022,** at the Crook County Road Department, 1306 N Main Street, Prineville, OR 97754. Apparent low bidder to be announced at that time.

The intended award will be announced during the County Court Meeting scheduled for **March 16, 2022 at 9:00 a.m.,** at 320 NE Court Street, Prineville, OR 97754, with the final execution of the contract to follow within seven (7) days thereafter.

A *Mandatory Pre-Bid Meeting* will be held on **March 2, 2022 at 10:00 a.m.** at 1306 N Main St., Prineville, OR 97754.

**All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, name of the project, contract number, and the word "BID."**

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County", Oregon in an amount of not less than ten percent (10%) of the amount of the bid.

### COMPLETION TIME LIMIT

All work under the contract shall be completed by the fixed date of **June 15, 2022.**

### CLASS OF PROJECT

This is a Crook County funded project. No Federal-Aid funds are involved.

### ENGLISH UNIT PROJECT

Use appropriate English units only, for measurements, submittals, shop drawings, calculations, materials certifications, delivery tickets, and all other documents submitted for work performed under this project.

### WORKING HOUR RESTRICTIONS

Any and all construction operations will be conducted between the hours of 7:30 a.m. to 5:00 p.m. Monday – Friday. No work will be performed Saturdays, Sundays, or Legal Holidays.

## PLAN HOLDERS

Information pertaining to plan holder's list and bid results may be requested by contacting the Crook County Road Department at Ph: (541) 447-4644; Cell: (541) 480-1365; or by email: [bob.oneal@co.crook.or.us](mailto:bob.oneal@co.crook.or.us).

## PROJECT MANAGER – PROJECT INSPECTOR

Robert E. O'Neal, Road Master, Crook County Road Department, 1306 N. Main St.; Prineville, Oregon 97754; Ph: (541) 447-4644.

## CONTRACTOR LICENSE / CONTRACTOR COMPLIANCE

Bidder, contractor, and/or subcontractor are required to be licensed with the Construction Contractor's Board or the bid will not be received or considered. The project does not require a contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement. This project does not require a contractor to be licensed with the State Landscape Contractor's Board pursuant to ORS 279C.365(k).

## **MANDATORY PRE- BID MEETING: March 2, 2022 at 10:00 a.m. at 1306 N. Main St.Prineville, OR 97754.**

All areas of work and/or excavation, if applicable, shall be identified at the Pre-Bid Meeting.

Limited Effect: Statements and other information from County employees and/or representatives at a pre bid meeting do not affect any change in the invitation to bid or the bidder's proposal document(s), or the contracts that may arise from them. Changes in the invitation to bid or the bidder's proposal document(s) may be effected only by a written addendum issued by the County. The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email, or facsimile. Bidders/proposers may rely only upon the invitation to bid or the bidder's proposal document(s), with any changes made by addendum, to establish all of the procurement requirements and all contract provisions other than those established by the bid or proposal.

This is a prevailing wage project. The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870. No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.840 and 40 USC 276(a) relating to prevailing wage rate will be complied with.

All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.

Pursuant to ORS 279C.505(2), Crook County's performance under a subsequent contract is conditioned upon the contractor's compliance and warranty that a Drug Testing Program shall be maintained for its employees.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interest of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

Crook County may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the County that it is in the public interest to do so.

Crook County may at its sole discretion reject an individual bid or proposal from any contractor:

- a. When in the judgment of the County Court a previous good or service provided by the contractor performed to or for the county; or another public entity was of poor workmanship or inferior quality; or

- b. When in judgment of the County Court, the contractor failed to honor a warranty; or
- c. When a dispute regarding the terms and conditions of a previous contract with the county led to a monetary judgment being entered against the contractor; or
- d. When in the judgment of the County Court the County has previously been required to expend funds to remedy defects of the contractor's workmanship or failure to deliver all components of an agreed upon good or service.

The County shall not reject on the basis of one of the above criteria if an intervening change in ownership within a business shall have resulted in substantial change in the control of said business so that the underlying concern related to performance has been mitigated.

The County may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the County and when such employment relationship ended in a manner which created ill will between the County and the employee.

The County may reject any bid when in the judgment of the County Court acceptance of such bid shall pose a security risk to the County or the public served by the County. The County reserves the right to waive minor informalities in the bid proposal documents in its sole discretion

## Description of Work (see also Section IV)

Crook County Barnes Butte Overlay Project  
Contract No.: 2021-03

### WORK TO BE PERFORMED

#### Barnes Butte – From Marks at McKay Road to Start of Barnes Road, approximately 2.5 miles

- **Leveling Course - Depth varies up to 2 inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 30% RAP. Approximately 4000 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary and Permanent Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Road Master.**
- **Grind and inlay match points 2” and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Apply permanent Striping. Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 2” of existing AC from bridge and taper 100’ on each end of bridge to existing surface.**

# **SECTION II**

## **BIDDER'S PROPOSAL DOCUMENTS**

**Bidder's Schedule /Summary of Costs**

**Proposal Statement**

**Proposal Bond**

**Workers Compensation Insurance Certification**

**Insurance Coverage(s) Required**

**Identification of Bidder(s) Sureties**

**First Tier Subcontractor Disclosure**

**FILL OUT, SIGN, AND SUBMIT SECTION II DOCUMENTS WITH YOUR BID**

**BID SCHEDULE/SUMMARY OF COSTS**

**Crook County Barnes Butte Overlay Project  
Contract No.: 2021-03**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email address

**CONTRACT NO. 2021-03**

**PROJECT TITLE: Crook County Barnes Butte Overlay Project**

**2" Overlay of Barnes Butte Road from McKay Road to Beginning of Barnes Road at the Curve and marks supplied by Crook County Road Department**

**HMAC LEVEL 2½ inch dense, 64-28 Binder, 30% RAP.**

**Leveling depth varies up to 2" compacted depth.**

**\*\*\* Quantity is approximate, price shall include Mobilization, Tack, Material, Haul, Placement, Grinding, Traffic Control and Temporary Signs, Temporary Pavement Markings (Stick & Stops) Intersections and any other materials or services to complete project.**

TONS            4000    \$ \_\_\_\_\_ /TON \$ \_\_\_\_\_

TOTAL AMOUNT OF BID \$ \_\_\_\_\_

**\*\*In case of discrepancy between unit prices and totals, the unit price will prevail.**

**In case of discrepancy between unit prices and totals, the unit price will prevail.**

Bid Sheet, page 1 of 1

# **PROPOSAL STATEMENT**

## **Crook County Barnes Butte Overlay Project Contract No.: 2021-03**

**To the Crook County Court, Crook County, Oregon:**

**The undersigned, as bidder, declares that:**

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (**see Section III**); and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12, as amended, relating to the Crook County Purchasing Rules and Procedures.

**The bidder also proposes and agrees that:**

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 through 279C.870 (**see Section III**).

**The bidder also certifies to the following:**

**A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

**B. Non-Discrimination Certification -** By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

**C. Residency Certification:** A “resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in this state. ORS 279A.120(1).

**Complete the following:**

1. Check one: Bidder is a \_\_\_\_\_ resident bidder \_\_\_\_\_ nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

---

---

3. If a **nonresident bidder**, enter your home state business address and email address:

---

---

**D. Tax Law Compliance –** By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

**E. Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

**F. Contractor's Certification of Drug Testing Program ORS 279C.505(2)** - By signing this proposal bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

**G. Statement Regarding Certifications**

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

**H. Public Works Bond** – By signing this proposal bidder certifies that:

- Compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors; and
- Proof of Public Works Bond is attached.

**The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.**

\_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_  
(Bidder's Federal Tax ID Number)

By \_\_\_\_\_

← **SIGN HERE**

\_\_\_\_\_  
(Printed Name) (Title of Signer)

\_\_\_\_\_, 20\_\_\_\_  
(Date)

# PROPOSAL BOND

Crook County Barnes Butte Overlay Project  
Contract No.: 2021-03

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

\_\_\_\_\_ a surety company 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, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas \_\_\_\_\_ is herewith submitting its proposal for the following work:

## Barnes Butte – From Marks at McKay Road to Start of Barnes Road, approximately 2.5 miles

- **Leveling Course - Depth varies up to 2 inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 30% RAP. Approximately 4000 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary and Permanent Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Road Master.**
- **Grind and inlay match points 2” and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Apply permanent Striping. Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 2” of existing AC from bridge and taper 100’ on each end of bridge to existing surface.**

All work is to be completed by June 15, 2022

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or

affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY**

**PRINCIPAL**

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Principal (Bidder))

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**Workers' Compensation Insurance Certification**

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

**Employers Complying with ORS 656.017**

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

Insurance Company Name: \_\_\_\_\_

ID/Policy No.: \_\_\_\_\_

2.  "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division \_\_\_\_\_

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

**Employers Exempt under ORS 656.126**

1.  Workers' Compensation Coverage, State of Origin: \_\_\_\_\_

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: \_\_\_\_\_

Date \_\_\_\_\_

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

Signature

\_\_\_\_\_

Print Name

Its: \_\_\_\_\_

**REMINDER – ADDITIONAL INFORMATION NEEDED**

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

## Insurance Coverage Required

**CONTRACTOR** shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

  X   **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

### COVERAGES

### LIMITS

<u>      </u> Explosion & Collapse	<u>      </u> \$1 million per occurrence
<u>      </u> Underground Hazard	<u>  X  </u> Limits of the Oregon Tort Claims Act
<u>      </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,333,300 per
<u>      </u> Contractual Liability	occurrence
<u>      </u> Broad Form Property Damage	<u>  X  </u> Other – Tort limits adjusted per ORS 30.372(4)
<u>      </u> Owners & Contractors Protective	beginning in 2015

**FORM:** All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

       **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

### LIMITS

       \$1 million per occurrence  
       Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015  
       Not less than the limits of the Oregon Tort Claims Act  
(ORS 30.260-30.300) presently at \$1,333,300 per occurrence

       **PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

       **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

  X   **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

       **EMPLOYERS LIABILITY** insurance with limits of \$500,000.

       **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

       **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_   
Print Name

Its: \_\_\_\_\_

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

# IDENTIFICATION OF BIDDER(S) SURETIES

## Crook County Barnes Butte Overlay Project Contract No.: 2021-03

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

\_\_\_\_\_ (Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name \_\_\_\_\_ PLEASE PRINT

at \_\_\_\_\_ (Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: \_\_\_\_\_

Name of Agent: \_\_\_\_\_ Agent's Ph: \_\_\_\_\_

Address: \_\_\_\_\_ (Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a \_\_\_\_\_ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

\_\_\_\_\_  
(Bidder's Name)

By \_\_\_\_\_

← **SIGN HERE**

\_\_\_\_\_  
(Typed or Printed Name, and Title of Signer)

\_\_\_\_\_, 20\_\_\_\_  
(Date)

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**



PROJECT NAME: \_\_\_\_\_  
 BID #: \_\_\_\_\_  
 BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

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 after the advertised bid closing time.

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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): \_\_\_\_\_ Phone no.: ( ) \_\_\_\_\_

- Contact name: \_\_\_\_\_
- ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
  - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
  - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following (above) form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
  - (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
  - (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.388.
  - (6) A subcontractor may file a complaint under ORS 279C.580 based on the disclosure requirements of subsection (1) of this section.
- WH-178 (08-10-10)

# **SECTION III**

## **Sample Construction Contract Documents**

Original documents will be provided to successful bidder for signature(s)  
after award announcement

### **Construction Contract**

*Attachments:*    **Performance Bond**  
                          **Payment Bond**  
                          **Prevailing Wage Schedule**  
                          **BOLI Form WH-38**  
                          (Payroll / Certified Stmt)  
                          **Public Works Bond**

## CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, \*[TBD] hereafter referred to as **CONTRACTOR**, and **CROOK COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by \*Project Manager, County Road Master/Engineer/County Landfill Manager, under authority and within the meaning and purpose of this contract. Any previously mentioned contract documents and bid specifications or reference for obtaining the specifications, any addenda, and/or the Bid Schedule/Summary of contract prices in the Bidder's Proposal submitted by **CONTRACTOR** are attached hereto and hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for the work herein described will be \*[TBD] **DOLLARS AND \*/100** (\$\*[TBD]), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications therefore, hereby designated "plans and specifications" all of which are attached hereto and hereby incorporated herein. All of said plans and specifications, together with this contract and its attachments constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **October 31, 2017**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on **October 31, 2017**. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of \*[TBD]/**100 DOLLARS** (\$\*[TBD]), except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the

prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. **CONTRACTOR** agrees to indemnify, defend, and hold **CROOK COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors

Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. If **CONTRACTOR** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, **CROOK 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 to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **CROOK COUNTY** is unable to determine the validity of any claim for labor or services furnished, **CROOK COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **CROOK COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.

23. **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract 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 the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

27. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

30. If **CROOK COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **CROOK COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **CROOK COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **CROOK COUNTY** to terminate the contract in order to provide similar services or goods from a different contractor.

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

35. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to

comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

- (a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

39. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **CROOK COUNTY**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to **CROOK COUNTY** with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the **CONTRACTOR** has a right to grant such license. **CONTRACTOR** shall exert all reasonable effort to advise **CROOK COUNTY**, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. **CROOK COUNTY** shall receive prompt written notice of each notice or claim of copyright infringement received by **CONTRACTOR** with respect to any data delivered under this contract. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

40. The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency 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 ten (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 (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public 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.

43. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.



**PERFORMANCE BOND**

**Crook County Barnes Butte Overlay Project  
Contract No.: 2021-03**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH**

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

**NOW, THEREFORE,** if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_  
Principal's Name (Print or Type)

By: \_\_\_\_\_ **ATTORNEY IN FACT** [POA must be attached to this bond]  
Authorized Official's Signature (Print or Type)

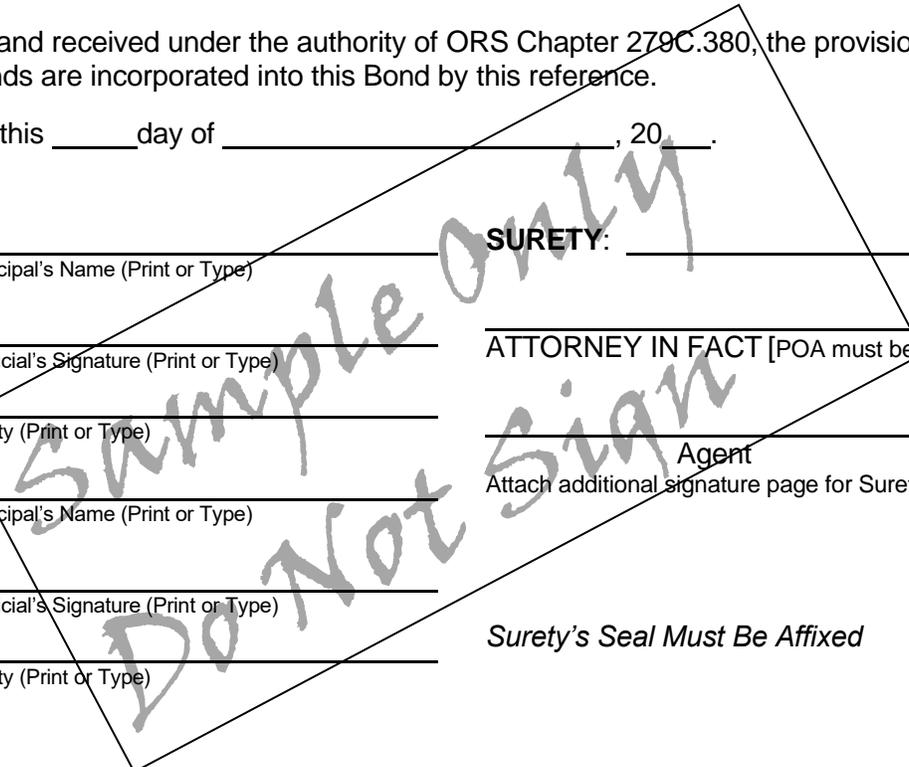
\_\_\_\_\_  
Official Capacity (Print or Type) **Agent**

**PRINCIPAL:** \_\_\_\_\_ Attach additional signature page for Surety if using multiple bonds  
Principal's Name (Print or Type)

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)

\_\_\_\_\_  
Official Capacity (Print or Type)

*Surety's Seal Must Be Affixed*



**PAYMENT BOND**  
**Crook County Barnes Butte Overlay Project**  
**Contract No.: 2021-03**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH**

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

**NOW, THEREFORE,** if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

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

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)  
\_\_\_\_\_  
Official Capacity (Print or Type)

\_\_\_\_\_  
**ATTORNEY IN FACT** [POA must be attached to this bond]

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

\_\_\_\_\_  
**Agent**  
Attach additional signature page for Surety if using multiple bonds

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)  
\_\_\_\_\_  
Official Capacity (Print or Type)

*Surety's Seal Must Be Affixed*

Oregon Bureau of Labor and Industries

# Prevailing Wage Rates for Public Works Contracts

Val Hoyle  
Labor Commissioner  
Rates Effective January 1, 2022





VAL HOYLE  
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2022.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. In the 2021 Legislative Session, the Legislature passed [Senate Bill \(SB\) 493](#) which was signed by the Governor with the effective date of January 1, 2022. SB 493 amends state PWR law (ORS 279C.815) and provides that the prevailing rate of wage for each locality is the wage in the collective bargaining agreement that covers that occupation. If more than one collective bargaining agreement covers that occupation, the highest rate of wage among the collective bargaining agreements will prevail. Accordingly, the rates in this book are determined using wage information from current collective bargaining agreements for each trade and occupation for each of the 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free informational seminars and webinars for contractors and public agencies. Contact us at [PWR.Email@boli.oregon.gov](mailto:PWR.Email@boli.oregon.gov) or (971) 353-2416.

Val Hoyle  
Labor Commissioner

**More information about prevailing wage rates:**

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli> as well as additional information and supporting documents and forms.

Please contact us at [PWR.Email@boli.oregon.gov](mailto:PWR.Email@boli.oregon.gov) or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprenticeship rates

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[oregon.gov/boli](http://oregon.gov/boli)  
[mailb@boli.state.or.us](mailto:mailb@boli.state.or.us)

(971) 673-0761  
Ore. Relay TTY: 711



PRIME CONTRACTOR  SUBCONTRACTOR  PAYROLL NO. \_\_\_\_\_

Business Name (DBA): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

**THIS SECTION FOR PRIME CONTRACTORS ONLY**

**THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: \_\_\_\_\_ Subcontract Amount: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Prime Contractor Business Name (DBA): \_\_\_\_\_  
 Date Contract Specifications First Advertised for Bid: \_\_\_\_\_ Prime Contractor Phone: ( ) \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Prime Contractor's CCB Registration Number: \_\_\_\_\_  
 Date You Began Work on the Project: \_\_\_\_\_

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)							TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
																HOURS WORKED EACH DAY
		OT														
		ST														
		OT														
		ST														
		OT														
		ST														
		OT														
		ST														

\*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

**CERTIFIED STATEMENT**

Date: \_\_\_\_\_

I, \_\_\_\_\_,

\_\_\_\_\_ (NAME OF SIGNATORY PARTY) \_\_\_\_\_ (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY)  
on the \_\_\_\_\_; that during the payroll  
period \_\_\_\_\_

(BUILDING OR WORK)  
commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been  
paid the full weekly wages earned, that no rebates have been or will be made  
either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY)  
from the full weekly wages earned by any person, and that no deductions have  
been made either directly or indirectly from the full wages earned by any person,  
other than permissible deductions as specified in ORS 652.610, and as defined in  
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under  
the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat.  
357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the  
above period are correct and complete; that the wage rates for workers contained  
therein are not less than the applicable wage rates contained in any wage  
determination incorporated into the contract; that the classifications set forth  
therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a  
bona fide apprenticeship program registered with a state apprenticeship agency  
recognized by the Bureau of Apprenticeship and Training, United States  
Department of Labor, or if no such recognized agency exists in a state, are  
registered with the Bureau of Apprenticeship and Training, United States  
Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS  
THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

\_\_\_\_\_  
\_\_\_\_\_ (NAME AND TITLE)

**In addition to completing sections (1) - (3), if your project is subject to the federal  
Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR  
PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic  
listed in the above referenced payroll, payments of fringe benefits as listed in  
the contract have been or will be made to appropriate programs for the benefit  
of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION
_____	_____
_____	_____
_____	_____

REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

(SIGNATURE AND DATE)

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT**  
**NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.**  
**INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: [WWW.OREGON.GOV/BOLI](http://WWW.OREGON.GOV/BOLI).**



**STATE OF OREGON**  
**STATUTORY PUBLIC WORKS BOND**

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

<p>Surety by:</p> <p>_____ (Seal) <i>Company Name</i></p> <p>_____ <i>Signature</i></p> <p>_____ <i>Title (e.g. Attorney-in-Fact)</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City</i>                      <i>State</i>                      <i>Zip</i></p>	<p>Principal by:</p> <p>_____ <i>Name</i></p> <p>_____ <i>Signature</i></p> <p>_____ <i>Title</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City</i>                      <i>State</i>                      <i>Zip</i></p>
--	--

**SEND BOND TO: Construction Contractors Board  
PO Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621**

# **SECTION IV**

## **PROVISIONS AND SPECIFICATIONS**

**Description of Work**  
**Standard Specifications**  
**Applicable Special Provisions**  
**Supplemental Standard Specifications**

## Description of Work

Crook County Barnes Butte Overlay Project  
Contract No.: 2021-03

### WORK TO BE PERFORMED

#### **Barnes Butte – From Marks at McKay Road to Start of Barnes Road, approximately 2.5 miles**

- **Leveling Course - Depth varies up to 2 inch compacted HMAC Level 2, ½ inch dense, 64-28 Binder, 30% RAP. Approximately 4000 Tons**
- **Price per ton shall include Material, Haul, Placement (including labor), Tack Coat, Traffic Control, Temporary Signs, Temporary and Permanent Pavement Markings, and any other materials or services necessary to complete project.**
- **Leveling with emphasis on surface preparation assuring ODOT Specification 00745.70 tolerance is achieved. Contractor may be required to supply a rolling straightedge or equivalent testing method as approved by Road Master.**
- **Grind and inlay match points 2” and taper to existing surface on each end of the project to ensure proper elevation and ride is achieved. This may vary in width on each end of project.**
- **Grind and inlay all approved intersection match points to ensure proper elevation and ride is achieved. This may vary in width on each intersection.**
- **Apply temporary traffic delineation (stick and stomps) to centerline, turning lane, and fog line.**
- **Apply permanent Striping. Mark all striping as per existing prior to start of project to ensure proper transitions.**
- **Grind 2” of existing AC from bridge and taper 100’ on each end of bridge to existing surface.**

**Standard Specifications**  
**Supplemental Standard Specifications**  
**Special Provisions**

**Crook County Barnes Butte Overlay Project**  
**Contract No.: 2021-03**

GENERALLY

The Standard Specifications applicable to this project are the **2018** edition Volume 1 and 2 of the Oregon Department of Transportation Oregon Standard Specifications for Construction.

All number references in these special provisions refer to the Section or subsection of the Standard Specifications bearing like numbers and any applicable modifications to those sections or subsections contained herein in their entirety.

Copies of the “2015 Oregon Standard Specifications for Construction”, Volume 1 and Volume 2 may be purchased from the Oregon Department of Transportation, Procurement Office, 455 Airport Road SE, Building K, Salem, OR 97301-5348 (telephone number 503-986-6936). The 2015 edition of the Oregon Standard Specifications for Construction is available on line at the following web address:

[http://www.oregon.gov/ODOT/HWY/SPECS/standard\\_specifications.shtml#2015\\_Standard\\_Specifications](http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml#2015_Standard_Specifications)

Bidders are cautioned against basing their proposals on a booklet bearing any different description, date(s), or class project. Only bidding documents obtained directly from the Crook County Administration Office may be used to submit bids.

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting proposals for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made in accordance with provisions stated below, will be incorporated in and made a part of the contract for said project or work that may be awarded on the basis of a proposal received at said specifically indicated time and place.

Should the project or work described be re-advertised for proposals to be received at a time later than indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting proposals at the later time should obtain the new specifications and provisions and base their proposals upon them, as they will be bound by them in the event they are awarded the contract.

REVISIONS PRIOR TO OPENING OF BIDS

All data herein is subject to revision by Crook County at any time prior to the time specified herein for the receiving of proposals. Prospective bidders for the work will be notified of any such revision by fax, letter, or e-mail sent to the bidders at the addresses/fax numbers available to Crook County at that time.

REVISIONS PRIOR TO EXECUTION OF CONTRACT

Between the time proposals are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and Crook County.

## **Pamphlet Sections that May be Retained by Bidder:**

This Request and any Special Provisions and Supplemental Standard Specifications may be retained by bidder. **RETURN ONLY BIDDERS PROPOSAL DOCUMENTS IN SECTION II (YELLOW PAGES).**

### **DEFINITIONS**

**County** – Means County of Crook, State of Oregon.

**Standard Specification** – Means the OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, State of Oregon, 2015 edition. The Standard Specifications are hereby incorporated by reference as if fully set forth herein.

A copy of the Oregon State Standard Specifications is available from the Oregon Department of Transportation's website by placing an order through the link provided. A free copy may be obtained at: [https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2015\\_Standard\\_Specifications.aspx](https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2015_Standard_Specifications.aspx). Wherever State Agencies, Departments, or Officers are referred to therein, the comparable County Agencies, Departments, or Officers are meant thereby for the purpose of these documents. Specified definitions are outlined in this proposal under "Special Provisions."

### **ACCIDENT REPORTING**

Any pedestrian or vehicular accident occurring within the project limits is to be reported to Emergency Services and a representative of Crook County by the Contractor as shown below:

**Any time** any accident involving an injury or death to any person occurs, it shall be reported to local emergency services or the 911 system as applicable.

**During working hours** contact the Crook County Administration Office at 541-447-6555 and the Project Manager, Road Master Robert E. O'Neal at 541-447-4644 (office) or 541-480-1365 (cell).

**After working hours** or on weekends or holidays contact the Crook County Sheriff's Department dispatcher at 541-447-6398 and request notification of the Claims Investigator in the County Counsel's Office and the Project Manager, Road Master Robert E. O'Neal at 541-447-4644 (office) or 541-480-1365 (cell).

# Special Provisions

## Crook County Barnes Butte Overlay Project Contract No.: 2021-03

### PART 00100 – GENERAL CONDITIONS

Comply with Part 00100 of the Standard Specifications supplemented and/or modified as follows:

#### **SECTION 00110 - Organization, Conventions, Abbreviations, and Definitions**

Terms, Abbreviations and Definitions shall be in conformance to Section 00110 of the Standard Specifications supplemented and/or modified as follows:

**00110.20 Definitions** - Modify and or add the following definitions:

**Commission** - Crook County Court, Crook County, State of Oregon or its designated representatives.

**County Legal Counsel** - Crook County Legal Counsel, Crook County, Oregon.

**Department** - Crook County Road Department, Crook County, State of Oregon.

**Road Master** - Crook County Road Master, Robert E. O’Neal or such designee appointed by the Crook County Court

**Engineer** – Crook County Road Master

**Project Manager** – Crook County Road Master or such designee appointed by the Crook County Court

**Project Inspector** - Crook County Road Master or designee.

#### **SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

Bidding requirements and procedures shall be in conformance to Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120 – Prequalification of Bidders** - Delete the requirements of this Section. Prequalification of bidders is not required.

**00120.01 – General Bidding Requirements** – Delete this in its entirety.

**00120.05 – Requests for Bidding Documents** - Delete and substitute the following:

Bidding documents are available at the Crook County Road Department, 1306 N. Main, Prineville, Oregon, 97754. Only bidding documents obtained directly from the Crook County Road Department office may be used as a basis for submitting bids.

**00120.15 – Examination of Work Site and Bidding Documents** - Add the following:

County will hold a pre bid site meeting to review project conditions on **March 2, 2022 at 10:00 a.m.** The address for the Pre-Bid Meeting is 1306 N Main Street, Prineville, Oregon, at the Road Department.

Any request for interpretation of the contract documents or protest of specifications or contract terms shall be presented to the County Road Master in writing at least two (2) calendar days before the bid opening date.

Protests will include the reasons for the protest and any proposed change. No protest because of the content of a specification will be considered after this deadline.

**00120.30 – Changes to Plans, Specifications, or Quantities before Opening of Bids** - Delete and substitute the following:

The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email or facsimile.

**00120.40 – Preparation of Proposal**

(a) General: Delete (2) Electronic Bids - No electronic bids will be accepted.

(c) Bid Schedule Entries – Delete (2) Electronic Bid Schedule Entries,

(e) Bid Guaranty - Delete paragraph 1 and add the following:

Accompany each proposal with a guaranty in the amount of ten (10) percent of the total amount of the proposal. The guaranty shall be either a surety bond, irrevocable letter of credit per ORS 75.1020, cashier's check or certified check made payable to "Crook County".

Delete first two bulleted paragraphs- (2) Bid Guaranty with Electronic Bids  
No electronic bids will be accepted.

**00120.45 – Submittal of Proposals** - Delete and replace with:

Proposals shall be enclosed in a sealed envelope and mailed or delivered to: **Seth Crawford, County Judge, Crook County Court House, 300 NE 3<sup>rd</sup> Street, Administration Office Room #10, Prineville, Oregon 97754, or placed in the "Bid Box", at the County Court House, Room #10, Prineville, Oregon by 2:00 p.m., local time, Thursday, March 10, 2022.** No proposals will be accepted after this time and date.

Add the following:

Contractor will be allowed to submit only one bid for each advertised contract.

Delete (b) - Electronic Bids - No electronic bids will be accepted.

**00120.60 – Revision or Withdrawal of Proposals** - Delete and replace with:

These changes must be requested in writing from an individual authorized to sign the proposal and must be received by the Crook County Judge before the time set for opening proposals. Changes requested by electronic mail will not be considered.

**00120.70 – Rejection of Proposals** - Delete the fifth bullet item and replace with:

- The proposal is submitted on documents not obtained directly from the Crook County Road Department.
- Delete the eleventh bullet item and add the following

The proposal is not accompanied by a guaranty in the amount of ten (10) percent of the total amount of the bid, in the form of either a surety bond, irrevocable letter of credit per ORS 75.1020, cashier's check or certified check made payable to "Crook County."

- Delete the twentieth bulleted item.

**00120.90 – Disqualification of Bidders** - Delete the fourth bulleted item. Prequalification of bidders will not be required on this project.

**00120.95 – Opportunity for Cooperative Arrangement** – Delete this in its entirety.

### **SECTION 00130 – AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

**00130.15 – Right to Protest Award** – Delete and replace with:

- A protest must be filed promptly as soon as the protester knows of the grounds for the protest. If the grounds for a protest were apparent on the face of the solicitation document, the county may decline to consider a protest filed later than **two** business days before the scheduled bid opening or the date by which proposals must be submitted. If the grounds for a protest were not apparent until contract award, the county may decline to consider a protest filed later than **48 hours** after bid opening.

**00130.50 – Execution of Contract Agreement and Bonds** -

(a) By the Bidder - Delete the first paragraph and substitute the following:

- The successful bidder shall deliver two contract booklets with properly executed contract agreement, performance bond, payment bond, certification of workers' compensation coverage, and the required certificates of insurance to the Crook County Legal Counsel office within **5** calendar days after the date that the contract booklets were mailed to the bidder according to 00130.10.

(b) By Agency – Delete and replace this subsection with the following:

- Upon receipt of the properly executed contract agreement forms and associated certification documents described in 00130.50 (a) above, the County Legal Counsel office will arrange for final execution of the contract agreement by the County Court. The County Legal Counsel office will then send a fully executed original contract agreement to the successful bidder, now officially the Contractor.

**00130.70 – Release of Proposal Guaranties** - Add the following:

The proposals held by the County until the contract is executed shall remain valid and binding for a period of 60 calendar days from the date of the opening of the proposals.

**00130.90 – Notice to Proceed** - Add the following to paragraph 1:  
The County Court will send the Contractor the written Notice to Proceed.

Delete paragraph 2 and add the following:

- In the event more than 45 calendar days elapse between the date on which proposals are opened and the date on which the Notice to Proceed is deposited by Crook County in the United States Post Office (Prineville Branch), consideration will be given by the County to granting of an extension of contract time allowed the Contractor for completion of the work. This provision is contingent on the Contractor adhering to the requirements specified in Section 00130.50(a).

### **SECTION 00140 – SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

**00140.90 – Final Trimming and Clean up** - add the following:

The project shall not be regarded as complete until clean up has been entirely finished. The contractor shall leave all surfaces in a neat and well-finished condition. All AC debris and roadway signing and cones shall be removed from the project.

## **SECTION 00150 – CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

**00150 – Authority of the Engineer** - Add the following to this subsection:

All work to be done under this contract shall not be considered complete until a minimum warranty period of one year has passed from the date of final acceptance by the County, regardless of the passing of a final inspection by the Engineer, acceptance by the County, or release of retainage.

**00150.05 – Cooperative Arrangements** - Delete in its entirety.

**00150.10 (b) – Immaterial Discrepancies & (c) Material Discrepancies** -- Delete in its entirety and substitute the following: The Specifications and Plans specify details for the construction and completion of the Work. If Specifications or Plans describe portions of the Work in sufficient detail but are silent in some minor respect, and Contractor identifies a discrepancy, error or omission in the Specifications or Plans, the Contractor Shall request clarification from the Engineer.

**00150.15(b) – Agency Responsibilities** - Delete (b) and substitute the following:

The Engineer and/or Agency staff will mark the Limits of Work to be constructed in the field.

**00150.15(c) – Contractor Responsibilities** – Delete (c) and substitute the following:

The Contractor will take note of Limits of Work during the pre bid site visit. Any staking provided by County shall be preserved during work.

**00150.40 – Cooperation and Superintendence by Contractor** - Add the following:

Use of Consultants - The Contractor is advised that the availability of Agency personnel on this Project is limited and the Agency may hire consultants and/or contractor to perform some of its responsibilities for Material testing, Material weighing and checking. The Contractor shall provide the Engineer with a written notification that such personnel are needed a minimum of 72 hours before performing Work requiring material weighing and checking. If the Contractor suspends Work for more than three days on Work items requiring material weighing and checking, and/or surveying by the Agency, the Contractor shall again provide notice as set forth above. The Contractor shall be responsible to provide materials testing as specified herein.

The Agency will not be responsible for delays occasioned by the Contractor's failure to provide the required written notice. The Contractor shall provide such notice whether or not the Agency hires a consultant to perform the required services.

**00150.50 – Cooperation with Utilities** - Add the following Subsection:

It is the sole responsibility of the Contractor to contact the Oregon Utility Notification Center in the event a utility conflict does occur. The Utilities notification system telephone number is 1-800-332-2344 or 811.

## **SECTION 00160 – SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

**00160.30 – 00160.50 Agency Furnished Sources and Materials** – Delete in its entirety:

No agency-furnished sources or materials are being offered for use on this project. All materials sources shall be provided by the contractor.

**00160.60 – Contractor – Furnished Materials and Sources -** Add the following to (c):

(3) Aggregate source shall be certified by ODOT and meet the requirements of Section 00745.10.

**SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

**00165.50 – Statistical Acceptance Sampling and Testing -** Delete in its entirety. No Pay Factor will be considered by Crook County.

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

**00170.03 – Furnishing Right of Way and Permits –** Replace with the following:

Contractor will be responsible for obtaining at Contractor's sole expense all necessary permits to complete project including but not limited to any right-of-way permits.

**00170.70 – Insurance Coverages -**

(c) Additional Insured - Amend as follows:

- Liability insurance shall name Crook County, its commissioners, officers, agents and employees as Additional Insured's for the activities performed by the Contractor under this project.

(d) Workers' Compensation - Add the following:

- The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract that claim exemption to Oregon Workers Compensation requirements shall comply with ORS 656.126 and certify the State of origin on the "Certification of Workers Compensation Coverage" bound in the contract booklet.

(e) Notice of Cancellation or Change - Add the following:

- The thirty (30) days written notice shall be provided to the County Legal Counsel.
- Should any policy be canceled before final payment by Crook County to Contractor and should the Contractor fail to immediately procure other insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this contract.
- Any insurance bearing on adequacy of performance shall be maintained after completion of the contract for the full guarantee period, and should the Contractor fail to immediately procure such insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sums due to the Contractor under this contract.

(f) Certificate(s) of Insurance – Add the following:

- The Contractor shall provide all insurance as stipulated on the form entitled "Insurance Coverages Required", bound with these Special Provisions and made part of the appendix to the Bidder's Proposal.

**00170.72 – Indemnity/Hold Harmless** – Add the following:

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

The County of Crook and its officers, agents, and employees and County Court.

**SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

**00180.21 – Subcontracting -**

(a) General - Add the following to the end of paragraph (1):

- This payment clause shall require the contractor to return all retainage withheld from the subcontractor, whether held by the Contractor or the Department, as specified in 00195.50(d).

**00180.41 – Project Work Schedule Delete in its entirety and add the following -**

The following project work schedule requirements will apply:

(a) Submit project schedule no later than three (3) working days after receiving certified letter to proceed. Schedule shall be submitted to Crook County Road Master in writing, including starting date, ending date and completion date for clean up of project site.

- The project schedules will take into account the orderly, timely, and efficient prosecution of the work in sufficient detail to enable both the Contractor and the Road Master to plan, coordinate, appraise, document, and control their respective contract responsibilities.
- During the on site preconstruction meeting the Road Master and the Contractor will review the schedule as submitted and incorporate required changes to the project. If any changes are required the contractor will have 2 days to submit the corrected schedule to the Road Master. The approved project schedule represents all of the work, sequence, and time planned for the work. Review of this and subsequent schedules by the Road Master shall not relieve the Contractor of responsibility for timely and efficient execution of the contract.

**(f) Float Time** - Delete this section and add the following:

No Float Time will be allowed on this project. All time between notification to proceed and June 15, 2022 will be considered available work days with the exception of Saturdays, Sundays and Legal Holidays as per ORS 279C.520 and 279C.540.

**00180.42 – Preconstruction Conference** - Delete and add the following:

Before any work is performed, and within eight (8) calendar days of notice to proceed, unless otherwise approved in writing by the Road Master, the contractor shall meet with the Road Master for an on site preconstruction meeting at a time mutually agreed upon.

**00180.50 – Contract Time to Complete Work** – Delete in its entirety and insert the following:

All work shall be completed by **June 15, 2022**

**00180.85 – Failure to Complete on Time, Liquidated Damages** - Add the following:

The liquidated damages for failure to complete the Work by **June 15, 2022** are \$1,000 per Calendar Day\*.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed amount of liquidated damages is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages.

\*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 supplemented and/or modified as follows:

**00190.20 – Contractor to Provide Vehicle Weigh Scales**

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

Pay costs for the weigh technician at \$50 per hour.

**SECTION 00195 – PAYMENT**

Payment shall be in accordance to Section 00195 of the Standard Specifications supplemented and/or modified as follows:

**00195.10 – Payment For Changes in Materials Costs** – Delete this section in its entirety.

**00195.50 – Progress Payments and Retained Amounts** – Add the following:

Payment requests will be processed according to the County's adopted payment policies.

**00195.60 – Advance Allowance for Materials on Hand** - Delete this section in its entirety.

**00195.80 – Allowance for Materials Left on Hand** - Delete this section in its entirety.

**00195.90 – Final Payment** - Add the following:

(d) Final payment will not be issued to the contractor until the agency has received an affidavit stating that all subcontractors have been paid in full, no outstanding claims are on file for this project and all Certified Payroll Statements (WH-38) in compliance with ORS 279C.845 have been received and verified by the County.

(e) Payment will be made upon completion, clean up, all test results have been provided and acceptance of the project by the County Road Master.

**SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications supplemented and/or modified as follows:

**00196.10 – Negotiated Price:** Delete and add the following:

In the event that work not included in the contract as awarded but deemed by the Road Master to be necessary develops, the contractor and Road Master shall use their best efforts to reach agreement on a price for the extra work. If the price is mutually agreeable for the extra work, then the County Court will issue a change order within 1 working day and the extra work will be paid at the extra price.

Any contract change orders for additional work, or other change in the original specifications which increases the original contract price may be made with the contractor without competitive bidding subject to the following conditions: (1) The original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work; and (2) The amount of the aggregate cost increase resulting from all amendments shall not exceed **20%** of the initial contract. All contract change orders must be approved in writing by the County Court and Contractor.

**00196.20 – Force Account:** Delete and add the following:

No Force Account work will be allowed on this project. In the event that work not included in the contract as awarded but deemed by the Road Master to be necessary develops, the contractor and Road Master shall use their best efforts to reach agreement on a price for the extra work. If the mutually agreeable price cannot be reached within 5 working days, then, in that event, the Road Master reserves the right to contract with other sources to complete the extra work.

**SECTION 00197 - PAYMENT FOR EXTRA WORK DONE ON FORCE ACCOUNT BASIS -** DELETE THIS SECTION IN ITS ENTIRETY.

### **SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS**

Disagreements, protests and claims shall be in accordance to Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 – Claim Review Procedure** - Delete (a) through (e) and substitute the following:

- The County desires to resolve claims at the lowest administrative level. A claim may be settled, in full or in part, at any of the four (4) steps of the claim review procedure as given in (a) through (d) of this subsection.

(a) STEP 1: County Road Master Review - Upon proper submittal of a claim as detailed in 00199.30, the Road Master will review the claim and advise the Contractor of the decision in writing. If the Road Master finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Road Master's decision, the Contractor may, within 10 calendar days, request the Road Master to arrange a review at Step 2, (b) below.

(b) STEP 2: County Legal Counsel Review - At the request of the Contractor, the County Road Master shall present the claims to the County Legal Counsel for review and discussion. The County Legal Counsel will, within 10 calendar days, provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 calendar days, request the County Legal Counsel to arrange a review at Step 3, (c) below

(c) STEP 3: Crook County Court Review - At the request of the Contractor, the County Legal Counsel will present the claim to the Crook County Court. Within 20 calendar days, the County Court will make arrangements to have the claim reviewed.

At the County Court's discretion, the claim will be reviewed by one of the following methods:

- 1) The Court or a representative appointed by the Court.

2) Hearings Official

If the Court or Court's representative reviews the claim, the Court will render a written decision within 10 days of receiving complete claim information from the Contractor.

If a Hearings Official reviews the claim, the review will proceed as follows:

- 1) The Hearings Official will be chosen by Crook County.
- 2) The Hearings Official will be a representative of the construction community familiar with the administration of road construction and related contracts utilizing the Standard Specifications for Highway Construction, 2015 edition, as published by the State Highway Division, State of Oregon.
- 3) The Hearings Official will have no direct involvement in the contract and will not be an employee of Crook County.
- 4) Compensation for the hearings official, if any, will be shared equally by the Contractor and Crook County.
- 5) The Hearings Official will hear presentations and review written documentation from the Contractor and Crook County.
- 6) The Hearings Official will prepare findings and a non-binding recommended decision and present them to the County Court within 10 calendar days of the hearing.
- 7) Within 10 days of receiving the recommendation of the Hearings Official, the County Court will provide a written decision to the Contractor.
- 8) If the Contractor does not accept the Step 3 decision by the County Court, the Contractor may proceed to Step 4, (d) below.
- 9) If the Contractor accepts the decision of the County Court, an Extra Work Order will be initiated to document the terms of the claim settlement.

The parties may agree to binding arbitration in lieu of a Step 3 review and such claim will be reviewed by a single arbitrator using the Construction Industry Arbitration Rules of the American Arbitration Association with the following conditions and exceptions:

- 1) The location of the arbitration shall be in Prineville, Oregon,
- 2) Each party shall bear its own costs (except arbitration filing costs), expert witness fees, and attorneys' fees,
- 3) Arbitration filing costs and any arbitrator's fees will be divided equally between the County and the Contractor.
- 4) Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Crook County, Oregon.

(d) STEP 4: Litigation: Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within 1 year of the date of the "Second Notification" or within 6 months of the date of the County Court's decision, whichever is later, and shall be filed in a court of competent jurisdiction in Crook County, Oregon

## **PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

Comply with Part 00200 of the Standard Specifications supplemented and/or modified as follows:

### **SECTION 00220 – Accommodations for Public Traffic**

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

#### **00220.02 – Public Safety and Convenience** – Add or modify as follows:

Where traffic delays longer than 10 minutes are expected, the Contractor shall post signs, in addition to normal construction signs, notifying motorists to expect long delay not to exceed thirty (30) minutes.

#### **00220.40 – General Requirements** - add the following:

The Contractor shall be responsible for coordinating with individual property owners when work activities may impact use of or access to private property.

#### **(e) Lane Restrictions** - Do not close any traffic lanes during the periods listed below:

- (1) Weekdays – 7:00 p.m. – 6:00 a.m.
- (2) Weekends – From 3:00 p.m. Friday – 6:00 a.m. Monday

#### **00220.60 – Surface Maintenance Responsibilities** – Add or modify as follows:

- (a) (1) Contractor Responsibility – Delete “Before winter shutdown begins,.....” No winter shut down will be required.
- (2) Agency Responsibility- Delete the second bulleted item.

### **SECTION 00225 – Work Zone Traffic Control**

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

#### **00225.02 – General Requirements** – Add the following after the last paragraph of this subsection:

Protect traffic by using the appropriate configurations as detailed on Standard Drawings TM800 and TM850.

Install a “ROAD WORK AHEAD”( W20-1-48) sign with “Fines Double” (R2-6-36) rider on Barnes Butte Road, according to the “TCD Spacing Table” on Standard Drawing TM700. Also, install an “END ROAD WORK” (CG20-2A-24) sign according to the appropriate Standard Drawing or as shown beyond each end of the Project.

#### **00225.05 – Contractor’s Traffic Control Plan** – Add or modify as follows:

Delete First and Third bullet.

#### **00225.06 – Routing Traffic Over Surfacing** – Control traffic over asphalt concrete as follows:

- (c) Asphalt Concrete – Add - (3) – Provide flaggers and pilot car.

#### **00225.11 – Temporary Signing** – Furnish new or acceptable temporary signs and accessories meeting the following requirements:

**00225.11 (a), (4) Roll up Signs** – Use roll up signs with retroreflective orange roll up sign sheeting from the QPL.

**00225.11 (b) (2) Sign Supports** - Use Portable Sign Supports from the QPL and conforming to the following:

- Free Standing.
- Capable of supporting signs in vehicle-caused turbulence and in winds common to the area where they are used. If additional ballast is required to maintain the signs in an upright position, use sandbags to anchor the sign support legs. Place a sandbag filled with loose sand (approximately 25 pounds) across the bottom of each leg as needed.

**00225.13 – Temporary Traffic Delineation** - Furnish temporary traffic delineation items and accessories meeting the following requirements:

- (a) Tubular Markers – Use tubular markers from the QPL.
- (b) Conical Markers – Use Conical markers from the QPL.
- (f) Pavement Markers: Use temporary traffic markers (stick and stomps) for centerline, turning lanes and fog stripe
  - (1) Reflective Pavement Markers – Use new Type “1” reflective pavement markers from the

QPL.

**00225.27 (b) Flagger Station Lighting** - Delete in its entirety.

**00225.32 – Traffic Control Supervisor** – Add the following paragraph and bullets to the end:

When the bid schedule does not include an item for TCS, appoint a qualified and competent person on the jobsite during working hours and on call at other times who:

- Meets the requirements of 00225.31
- Is responsible for maintaining all TCD in proper position and condition.
- Is equipped with a two-way radio with a range suitable for the project
- Has the authority to assign and control flagging operations
- Files his/her name and phone number with the Engineer and local police.

**00225.43 – Temporary Traffic Delineation** – Install and remove traffic delineation items and accessories as follows:

- (e) Pavement Markers – (1) – Use Reflective Pavement Markers.
- (h) Pavement Edge Delineation – Comply in its entirety.

(i) Stripe and Legend Removal- Remove in its entirety.

**00225.80 – Measurement** – Incidental: Method “C” will be applied to this project.

**00225.90 – Payment** - Incidental: Method “C” will be applied to this project.

### **SECTION 00290 - Environmental Protection**

Comply with Section 00290 of the Standard Specifications supplemented and/or modified as follows

**00290.90 – Payment** – Delete in its entirety and substitute with: Pollution Control Plan will be considered Incidental and no separate payment will be made.

### **PART 00700 – WEARING SURFACES**

Comply with Part 00700 of the Standard Specifications supplemented and/or modified as follows:

### **SECTION 00730 - Emulsified Asphalt Tack Coat**

Comply with Section 00730 of the Standard Specifications supplemented and/or modified as follows:

**00730.11 – Emulsified Asphalt** – Tack coat shall be CSS-1 or CRS-2 cationic emulsified asphalt.

**00730.44 – Applying Tack Coat** - Add the following to the end of the first paragraph:

Application rates for tack coat diluted according to 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

**00730.80 – Asphalt –Measurement** - Delete this subsection and replace with the following:

There will be no separate measurement of asphalt cement tack coat.

**00730.90 – Asphalt-Payment** - Delete this subsection and replace with the following:

Asphalt cement used as tack coat will not be paid for separately. The cost will be included in the unit price of HMAC leveling course.

### **SECTION 00745 - Hot Mixed Asphalt Concrete (HMAC) Pavement**

Comply with Section 00745 of the Standard Specifications supplemented and/or modify as follows:

**00745.10 – Reclaimed Asphalt Pavement (RAP) Material** - 30% RAP will be allowed on this project.

**00745.11 – Asphalt Cement, Additives, and Aggregate Treatment** – Furnish the following:

(a) Use PG 64-28 asphalt unless otherwise specified in the Contract documents. Provide asphalt cement conforming to the requirement of ODOT's publication, "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's Pavement Services Engineer. The applicable specifications are those contained in the current publication on the date the Project is advertised.

**00745.12 – Mix Type and Broad band Limits** – Mix type and broad band limits shall meet the following:

Level 2, (1/2") Dense graded mix is specified for this project.

**00745.16 – HMAC Production QC/QA** - The following provisions apply to all HMAC:

(a), (4), Testing Frequency – Revise this section to read as follows:

Conduct the above testing program, once for each sub lot (1000 Tons), on randomly selected samples for each design mixture. (Do not obtain the first sample of the day in the first 25 tons of production.) After the Mix Design Verification (MDV) testing requirements of 00745.16(b) have been met, the frequency for Maximum Specific Gravity (AASHTO T 209) testing may be reduced to only one test per day as determined by the Engineer.

Provide QC test results to the Engineer by the middle of the following work shift.

Delete third paragraph.

**00745.20 – Lime Treated Aggregate Plant** - Delete in its entirety.

**00745.23 – HMAC Pavers** - Pavers shall comply with the following:

(c) – Control System- Add fourth bullet:

Leveling Beam shall be a minimum 30 feet in length. Leveling beam shall consist of series of spring loaded feet so that the beam adopts an average height. Beam must be parallel to the paver and held firmly upright while maintaining free movement at all connections and leveling feet. Care must be taken to keep the traveling surface under the feet free of debris.

(c) – Control System – Add fifth bullet:  
Joint Matcher – Joint matcher shall be a short shoe riding on the previously laid asphalt mat. Shoe shall be connected to an automatic sensor to automatically control the screed.

**00745.24 – Compactors** - Provide the specified self-propelled rollers capable of reversing without backlash, as follows:

(d) Illumination – Delete in its entirety.

**00745.30 – Quality Control Personnel** – Provide certified technicians in the following fields:

- CAgT
- CAT-1
- CDT

**00745.40 – Season and Temperature Limitations** – Place HMAC during the dates indicated, and when the temperature of the surface that is to be paved is not less than the temperature indicated:

For this project placement of material shall be completed by **June 15, 2022**, unless directed otherwise by the Road Master. Material shall not be placed during adverse weather conditions resulting in pooling or running of water on the surface. If materials are placed during these conditions it will be at the contractors expense to remove and dispose of all materials identified by the engineer.

**00745.42 – Preparation of Underlying Surfaces** - Add or Modify as follows:

Delete the last two sentences of the last paragraph

**00745.46 – Hauling, Depositing, and Placing** – Add the following:

The Contractor shall utilize acceptable equipment, techniques and follow standard industry practices to ensure smooth, uniform and non segregated HMAC pavement in place.

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

**00745.49 – Compaction, QC** – Provide a technician certified in density testing (CDT): Comply with this sub section as follows:

(a) General, (1) & (2).

(2) Random Testing – Delete in entirety

(3) Moving Average Maximum Density (MAMD) Method: Add or modify as follows:

(4) Tests Results – Add the following: Once target density is achieved using 00745.49, (4), the engineer may waive compaction testing upon written notice.

(c) Thin Pavement – For leveling course.

**00745.63 – Intersections and Projects Ends** - Refer to Oregon Standard Drawing RD 610.

**Intersections:**

**All locations will be marked and reviewed at pre bid meeting.**

Gerke Road Intersection and Starting and Ending Points of McKay Creek Road

**00745.80 – Measurement** – Delete in its entirety and replace with the following:

The quantities of HMAC will be measured total weight basis. No separate measurement will be made for asphalt concrete mixture or asphalt cement.

**00745.90 – Payment** – Add or Modify as follows:

Level 2, HMAC, ½ inch Dense, 64-28 Binder, 30% RAP.

**00745.90 – General** - There will be no payment made for HMAC mixture with aggregate that does not conform to Section 00745.10 – 00745.16.

No separate payment will be made for quality control testing by Contractor. This work is incidental to all HMAC mixtures.

**LEVELING COURSE**

The accepted quantities of HMAC incorporated into the Project for leveling course, whether or not recycled materials are used, will be paid for at the Contract price per ton for the item "1/2 Inch Dense HMAC Leveling Course".

The quantities of leveling course shown in the Bid Form are only an estimate of the work to be performed. There will be no additional compensation made for increases or decreases in the quantity of HMAC paving work performed under this Project without prior written approval of the engineer.

Payment made will be payment in full for furnishing and placing (including labor) the materials and for furnishing all Tack, Material, Haul, Placement (including labor), Traffic Control, Temporary Signs, Intersections and any other materials or services necessary to complete the work as specified, regardless of the actual quantities constructed.

\*\* Intersections will be marked by the engineer\*\*

**MISCELLANEOUS PAVING**

No separate payment will be made for mobilization, bonds and insurance. This work shall be considered incidental to the above HMAC bid items "1/2 Inch Dense HMAC Leveling Course."

**00745.95 – HMAC Price Adjustments** – Delete this section in its entirety.