

# SUPPLEMENTAL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS



## TOWN OF LAKEVIEW OREGON

### Small City Allotment Program Street Improvements

### ***Roberta Road Improvements***

2024

***Bid Set***

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# SUPPLEMENTAL STANDARD SPECIFICATIONS

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## **PREFACE**

### **GENERAL:**

The Special Provisions and Supplemental Standard Specifications are issued for the information of Bidders submitting Bids for the Project or Work described herein at the time and place specifically indicated herein. They are the Special Provisions and Supplemental Standard Specifications which, subject to such revision as may be made in accordance with provisions stated below, will be incorporated in and made a part of any Contract for said Project or Work that may be awarded on the basis of a Bid received at said specific time and place.

### **REVISIONS PRIOR TO TIME AND OPENING OF BIDS:**

All data herein is subject to revision by the Town of Lakeview at any time prior to the time specified herein for the receiving of Bids. It is the Bidders responsibility to download and acknowledge all Addenda. Addenda will be available online only at QuestCDN website: <https://www.QuestCDN.com>.

### **REVISIONS PRIOR TO EXECUTION OF CONTRACT:**

Between the time Bids are received and the time the Contract is executed, revisions of the data herein may be made only by mutual agreement between the successful Bidder and the Town of Lakeview.

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## **ROBERTA ROAD IMPROVEMENTS**

### **DESCRIPTION OF WORK**

#### **Road Improvements**

Work shall include, but not necessarily be limited to: Approximately 310 SY of cold plane pavement removal, 55 Tons of asphalt concrete pavement mixture for digout repairs, 900 Tons of asphalt concrete pavement overlay, shoulder rock, adjustment of manholes and water valves, and all related work for the project to be complete in place.

### **TIME AND PLACE OF RECEIVING BIDS**

Bids will be received by the Town of Lakeview.

No Bids will be considered if received later than **2:00 P.M. PST** on **6/13/2024**. Sealed Bids will be opened and read publicly at the Town of Lakeview, 525 North 1st Street, Lakeview, Oregon, 97630 at **2:00 P.M. PST** on **6/13/2024** for the above referenced Project. Bids must be submitted to Shiela Strubel, Special Projects, prior to **2:00 P.M. PST** on the above date at the above location.

### **CONTRACT TIME LIMIT**

Complete all Work to be done under the Contract on or before **45 days from Notice to Proceed**.

### **CLASS OF PROJECT**

This is a "Public Works" Project and is subject to Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates. A copy of the State Prevailing Wage Rates may be obtained at the website: <http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

### **CLASS OF WORK**

#### **Asphalt Concrete Paving**

### **PROJECT INFORMATION**

Information pertaining to this Project may be obtained from the following:

All questions regarding the Plans and Specifications must be submitted to Jonathan Moritz, P.E. in written form via email at [jmoritz@adkinsengineering.com](mailto:jmoritz@adkinsengineering.com), and cc: [vream@adkinsengineering.com](mailto:vream@adkinsengineering.com) on or before **12:00 P.M. 6/3/2024** by registered plan holders only. If in the judgement of the Engineer, additional information or interpretation is necessary such information will be supplied in the form of an Addendum only plan holders who are listed on QuestCDN's plan holders list will be notified by email of the Addendum 6 days prior to Bid opening.

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# BID BOOKLET

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# BID BOOKLET



## TOWN OF LAKEVIEW OREGON

Small City Allotment Program  
Street Improvements

### ***Roberta Road Improvements***

2024

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## INSTRUCTIONS TO BIDDERS

Town of Lakeview Small City Allotment Program

### Roberta Road Improvements

Complete and submit the included Bid Booklet with the accompanying documentation. Sealed Bids will be opened and read publicly at the Town of Lakeview, 525 North 1st Street, Lakeview, Oregon, 97630 at **2:00 P.M. PST** on **6/13/2024** for the above referenced Project. Bids must be submitted to Shiela Strubel, Special Projects, at the same address prior to **2:00 P.M. PST** on the above date. Subcontractor Disclosure forms must be submitted prior to **4:00 P.M. PST** on the same date.

A **Non-Mandatory** Pre-Bid meeting will be held **5/28/2024 at 11:00 A.M. PST** in the Town of Lakeview, 525 North 1st Street, Lakeview, Oregon, 97630.

All questions regarding the Plans and Specifications must be submitted to Jonathan Moritz, P.E., in written form through email at [jmoritz@adkinsengineering.com](mailto:jmoritz@adkinsengineering.com), and cc: [vream@adkinsengineering.com](mailto:vream@adkinsengineering.com) on or before **12:00 P.M. 6/3/2024** by registered plan holders only. If in the judgement of the Engineer, additional information or interpretation is necessary such information will be supplied in the form of an Addendum only plan holders who are listed on QuestCDN's plan holders list will be notified by email of the Addendum 6 days prior to Bid opening.

Award of Contract will not be final until the later of: 1) Town Council Contract Award, or 2) the Town of Lakeview provides a written response to each timely protest, denying the protest and affirming the Award.

On all Projects, Work performed by the Contractor's own organization must be at least 30% of the awarded Contract Amount.

Plans and Specifications will be available online only at QuestCDN's website: <http://www.QuestCDN.com> beginning **5/17/2024**. The digital Bidding Documents may be downloaded for a non-refundable fee of \$25.00 by inputting QuestCDN eBidDoc Number **9126267**. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, 952-233-1632, or via e-mail at [infor@questcdn.com](mailto:infor@questcdn.com). Written or verbal questions by plan holder's Subcontractors who are not on QuestCDN's plan holders list will not be addressed.

The Project will be a public improvement Project subject to ORS 279C.800 to 279C.870, Prevailing Wage Rates. A copy of the rates may be obtained at the website:

<http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

**ENGINEERS ESTIMATE RANGE: \$200,000 TO \$235,000.**

**Roberta Road Improvements:** Work shall include, but not necessarily be limited to: Approximately 310 SY of cold plane pavement removal, 55 Tons of asphalt concrete pavement mixture for digout repairs, 900 Tons of asphalt concrete pavement overlay, shoulder rock, adjustment of manholes and water valves, and all related work for the project to be complete in place.

Bidders must identify whether they are a Resident Bidder as defined in ORS 279A.120 (Preference for Oregon goods and services).

The Town of Lakeview will not receive or consider a Bid for a public improvement Contract unless the Bidder is licensed by the Oregon Construction Contractors Board.

Contractors or Subcontractors working with asbestos cement Materials must be licensed according to ORS [468A.720](#) (Qualifications for license)

The Town of Lakeview will reject any Bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375 (Award and execution of Contract) (3)(b), and that the contracting agency may reject for good cause all Bids after finding that doing so is in the public interest.

TOWN OF LAKEVIEW

DATED **5/20/2024**

Shiela Strubel, Special Projects

BID FORM

**Roberta Road Improvements, Lakeview, Oregon**

**BID OPENING: 6/13/2024 AT 2:00 P.M. PST**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is in all respects fair and without fraud; that this Bid is made without any connection or collusion with any official of the Town of Lakeview, person, firm, or corporation making a Bid for the same Project. Subcontractor disclosure form must be submitted within the time frame stated in the Standard Specifications and Certificate of non-discrimination and Certificate of Compliance with ORS 305-380 & 305.385 must accompany bidder's proposal.

The Bidder further declares that he/she has carefully examined the Plans, Standard Specifications and Special Provisions for the construction detailed therein, that he/she has personally inspected the site; that he/she has satisfied him/herself to the quantities of Materials, items of Equipment, and conditions of the Work involved.

The Bidder agrees to furnish all machinery, tools, labor apparatus and other means of construction, and do the Work and furnish all the Materials necessary to complete the Work in accordance with the Plans, Standard Specifications, Special Provisions, and instructions of the Engineer.

The Bidder further agrees to commence work in accordance with Section 00180.40 of the Special Provisions and complete all Work to be done under this Contract not later than the date shown in Section 00180.50(h) of the Special Provisions. The Bidder further agrees to accept as full payment for the proposed Work, the unit price amounts as follows:

**BASE BID SCHEDULE**

BID ITEM	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL PRICE
1	00210	Mobilization	LS	1		
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00490	Minor Adjustment of Manholes	EACH	1		
4	00490	Adjustment of Boxes	EACH	2		
5	00620	Digout Repair (Cold Plane Pavement Removal, 3 Inches Deep)	SY	310		
6	00650	Shoulder Rock	TON	65		
7	00744	Level 2, 1/2 Inch ACP Mixture, 2 Inches Thick	TON	900		
8	00744	Digout Repair (Level 2, 1/2 Inch ACP Mixture, 3 Inches Thick)	TON	55		

**Base Bid Total:** \_\_\_\_\_

Bidder Security in the amount of ten percent (10%) of our total bid is enclosed.

RESIDENT BIDDER STATEMENT:

CHECK ONE: Bidder is ( ) Resident Bidder ( ) Non-Resident Bidder

If Resident Bidder, enter your Oregon address:

\_\_\_\_\_  
\_\_\_\_\_

If Non-Resident Bidder, enter State of Residency:

\_\_\_\_\_

BIDDER ACKNOWLEDGEMENT:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

**To Be Considered Responsive, the following must be signed and completed by your firm:**

We hereby certify to do the Work as specified and at the price as quoted in conformance to all the Town, State and Federal Regulations that are applicable and will indemnify the Town of Lakeview against all claims arising out of any actions caused by our company during the performance of this Contract.

We hereby certify that we will comply with the provisions of ORS 279C.840 (BOLI Wage Requirements).

SUBMITTED on \_\_\_\_\_, 20\_\_.

Oregon State Contractor License No. \_\_\_\_\_

Employer's Federal Tax ID No. \_\_\_\_\_

Bidder is:    An Individual                    A Partnership                    A Corporation                    Joint Venture  
**(Circle correct designation.)**

Business Name (typed or printed): \_\_\_\_\_ (SEAL)

Name (typed or printed): \_\_\_\_\_ Title \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

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

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TOWN OF LAKEVIEW  
INVITATION TO BID/REQUEST FOR PROPOSALS

Roberta Road Improvements

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any Contractor who Contracts with a public contracting Agency shall not discriminate against minority, disabled veterans, women, or emerging small business enterprises in the awarding of Contracts. The Contractor shall take affirmative steps to assure that small, minority, and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, Equipment, construction, services, and labor when subcontracts are utilized in the performance of this Contract.

By signature of the authorized representative of the Bidder/Proposer, the Bidder/Proposer hereby certifies to Town of Lakeview that this Bidder/Proposer has not discriminated against minority, disabled veterans, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the Contract for which this Bid or Proposal is submitted, shall not so discriminate.

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

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

Printed or Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
(OAR 137-049-0360)**

**PROJECT NAME:** Roberta Road Improvements Lakeview, Oregon

**BID CLOSING:** Date: 6/13/2024 Time: 2:00 P.M. (Local Time)

**DISCLOSURE DEADLINE:** Date: 6/13/2024 Time: 4:00 P.M. (Local Time)

**BID OPENING:** Date: 6/13/2024 Time: 2:00 P.M. (Local Time)

This form must be submitted within two (2) working hours after the Advertised Bid Closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Contractor's License #, Type of Work Performed, Contact Name, and Telephone Number of each subcontractor that will be furnishing labor or labor and Materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

NAME/ADDRESS	CCB #	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF WORK	CONTACT NAME / PHONE #
1) _____ _____	_____	_____	_____	_____
2) _____ _____	_____	_____	_____	_____
3) _____ _____	_____	_____	_____	_____

The above listed first-tier Subcontractor(s) are providing labor or labor and Materials with a Dollar Value equal to or greater than:

- a) Five (5) percent of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!**

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Deliver Form to Owner: Special Projects, Town of Lakeview

Person Designated to Receive Form: Shiela Strubel

Owner's Address: 525 North 1<sup>st</sup> Street, Lakeview, Oregon 97630

**IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

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**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Town of Lakeview  
525 North 1<sup>st</sup> Street  
Lakeview, Oregon 97630

BID

Bid Due Date: **6/13/2024 2:00 P.M. PST**

Description: Roberta Road Improvements, Lakeview, Oregon

BOND

Bond Number:

Date (No later than Bid due date):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

SURETY and BIDDER, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**BIDDER** \_\_\_\_\_ (Seal) **SURETY** \_\_\_\_\_ (Seal)  
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

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

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

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder/Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner, upon default of Bidder, the penal sum set forth above.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond and proof of insurance required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Contract, Performance Bond, Payment Bond, proof of filing the Public Works Bond with the CCB, unless exempted, and proof of insurance required by the Bid Documents; or
  - 3.2 All Bids are rejected by Owner; or
  - 3.3 Owner fails to Award the Contract within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Award the Contract agreed to in writing by Owner and Bidder, provided that the total time for awarding the Contract including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date specified above.
7. Any suit or action under this Bond shall be commenced only in the Klamath County Circuit Court.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective the earlier of actual receipt or two (2) days after mailing.
9. Surety shall attach to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if fully set forth. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable. The addresses listed above are to be used for giving required notice. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

# SAMPLE CONTRACTING DOCUMENTS

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**NOTICE OF INTENT TO AWARD CONTRACT**

TO: All Bidders

DATE OF NOTICE:

PROJECT NAME: Roberta Road Improvements Project.

NOTICE IS HEREBY GIVEN that the Town of Lakeview intends to Award the above-described Contract to the following apparent low Bidder:

(Name of Contractor)

NOTICE IS FURTHER GIVEN that any protest of the Owner's Notice of Intent to Award Contract must be filed with Shiela Strubel, Special Projects, Town of Lakeview, 525 North 1<sup>st</sup> Street, Lakeview, OR 97630, on or before seven Calendar Days from the date of this Notice. Protests must be in writing stating the basis of the protest in detail as provided by Oregon Law and be physically received at the above address on or before said date.

If no protest is filed on or prior to said date, the Owner will thereafter Award the above described Contract to the Bidder named above by issuance of a Notice of Award of Contract to said Bidder.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Town of Lakeview**

By\_\_\_\_\_

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**PAYMENT AUTHORIZATION LIST  
(For Projects \$100,000+ Only)**

Project Identification: **Roberta Road Improvements Project**

The following personnel are authorized to receive progress payments in behalf of:

\_\_\_\_\_ Company Name

1. \_\_\_\_\_  
Name Position

2. \_\_\_\_\_  
Name Position

3. \_\_\_\_\_  
Name Position

4. \_\_\_\_\_  
Name Position

5. \_\_\_\_\_  
Name Position

(Signed by Officer of the Company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Held

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**NOTICE OF AWARD**

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Date of Issuance:

Owner: **Town of Lakeview**

Engineer: **Adkins Engineering & Surveying, Inc. Engineer's Project No.: 3948-07**

Project: **Roberta Road Improvements**

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Approximately 310 SY of cold plane pavement removal, 55 Tons of asphalt concrete pavement mixture for digout repairs, 900 Tons of asphalt concrete pavement overlay, shoulder rock, adjustment of manholes and water valves, and all related work for the project to be complete in place.

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**One** copy of the unexecuted counterpart of the Contract Agreement accompanies this Notice of Award, and one copy of the Performance and Payment Bonds accompanies this Notice of Award.

You must comply with the following conditions precedent within **10 days** of the date of receipt of this Notice of Award:

1. Deliver to Owner **1** counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds attached) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Section 00170.
3. Statutory Public Works Bond: The Contractor and applicable Subcontractors must file a Public Works Bond with the Construction Contractor's Board in accordance with Oregon Laws 2005, Chapter 360, Section 2. Verification that this bond has been filed by the Contractor must be submitted to the Engineer.
4. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 20 days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement.

Owner: **Town of Lakeview** \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): **Shiela Strubel** \_\_\_\_\_  
Title: **Special Projects** \_\_\_\_\_

Notice of Acceptance:

Contractor: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

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## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into on the date last executed below, by and between the Town of Lakeview, Oregon, hereinafter called the "Town" and \_\_\_\_\_, hereinafter called the "Contractor".

### WITNESSETH:

On \_\_\_\_\_, the Town, through a Small City Allotment Program grant for local transportation projects, known as: Roberta Road Improvements, published notice calling for bids for the construction of said improvements.

That on \_\_\_\_\_, the day fixed for opening and considering such bids, the Contractor submitted a Bid, which Bid is attached as Exhibit A hereto and made a part of the Contract Documents by reference, said Bid having been regularly and duly accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, all in full compliance with the "Contract Documents" referred to herein.

The applicable Standard Specifications for Construction, Supplemental Standard Specifications, Special Provisions, Drawings and Addenda are made part of this Contract by reference as the "Contract Documents" and shall have the same force and effect as though all of the same were fully inserted herein.

NOW THEREFORE, the Contractor, in consideration of the sums to be paid it by the Town in the manner and at the times as provided in the Contract Documents, and of the other covenants, agrees to complete the Work herein before described within the time limit specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on said **Base Bid** and the following Alternate Bids: **NONE**

Any or all of the Alternates, if applicable, may be accepted or reinstated by the Town at any time within 90 Calendar Days after the date of Contract Award by the Town. If any or all of the Alternates are accepted or reinstated, payment or deductions shall be made at the respective amounts identified herein. If prior to acceptance of any Alternate Bid, other Work is undertaken which affects the Alternate Bid Work, the Alternate Bid Sum shall be adjusted accordingly.

**Payment of State Prevailing Wages and Fringe Benefits:** Contractor acknowledges that this Contract is subject to the prevailing wage rate requirements as set out in State law and agrees to pay the wage rate and fringe benefits listed in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" which is incorporated by this reference. The applicable prevailing wage rates (including all amendments) are those in effect at the time the project was first advertised for bid.

It is agreed that the time allowed for the completion of this Contract is based upon the Bid and the appropriate clauses of the Contract Documents. In the event the Contractor fails to complete the Work within the time limit, or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate set forth in the Contract Documents. Saturdays, Sundays and legal holidays shall be excluded in determining days of default.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. Transmission of this Agreement by facsimile or in an electronic format shall not affect its validity.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribed the same this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR**

**TOWN OF LAKEVIEW, OREGON**

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

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

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

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

# PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

**Town of Lakeview  
525 North 1<sup>st</sup> Street  
Lakeview, OR 97630**

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* **Roberta Road Improvements**

## BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default,



and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance

for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



### PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

**Town of Lakeview  
525 North 1<sup>st</sup> Street  
Lakeview, OR 97630**

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location)*: **Roberta Road Improvements**

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

**By:** \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and

complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_

Project/Contract: Roberta Road Improvements Project

You are notified that the Contract Times under the above Contract will commence to run on the date construction first commences on the Project Site or \_\_\_\_\_, whichever occurs first. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00180.50(h) of the Special Provisions the date of Completion is \_\_\_\_\_.

You are required to return the signed Notice to Proceed to the Owner.

Also, before you may start any work at the site, you must submit:

Traffic Control Plan

Town of Lakeview  
(OWNER)

By \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Special Projects  
(TITLE)

\_\_\_\_\_

**ACCEPTED:**

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

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## CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT

Name of Project: Roberta Road Improvements

Project Number: 3948-07 Contract Award Date: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state that:  
(Name of Signatory Party) (Title)

1. I paid or supervised the payment of persons employed by \_\_\_\_\_  
(Contractor)  
on the subject Project;
2. During the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, all persons employed on said Project have been paid the full wages earned, that no rebates have been made or will be made either directly or indirectly to or on behalf of \_\_\_\_\_ (Contractor) from the full 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 defined in Regulations (29 CFR, Part 3) issued by the Secretary of Labor under the Copeland Act
3. The payrolls were correct and complete, the wage rates contained therein were not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and the classification set forth for each Laborer or Mechanic conformed with the Work the Bidder performed;
4. All Contract requirements as specified under the Labor Standards have been complied with by \_\_\_\_\_ as contractor and by each subcontractor employing mechanics or Laborers at the site of Work, or therein is an honest dispute with respect to the required provisions'
5. All Work has been performed and materials supplied in accordance with the plans and specifications, and Contract Documents for the above referenced Project;
6. There have been no unauthorized substitutions of subcontractor nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of subcontract Work;
7. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted and approved by the Engineer, together with the names of all subcontractors;
8. All claims for materials and labor and other services performed in connection with the Contract Documents have been paid;
9. All fees or monies due the Bureau of Labor and Industries, State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission and Department of Revenue, hospital association and/or other, have been paid;
10. Under provisions of the above Contract(s) and in accordance with Section 202 of Executive Order No. 11246 dated September 24, 1965, the undersigned did not discriminate against

any employee or applicant for employment because of race, color, creed, or national origin;

11. I did not maintain or provide for my employees any segregated facilities during this Contract(s) at any locations, under my control.

Request is therefore made for the Town of Lakeview to make final payment for the contracted Work to the undersigned.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

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


## SPECIAL PROVISIONS

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## SPECIAL PROVISIONS

### ROBERTA ROAD IMPROVEMENTS Project Town of Lakeview, Oregon

#### PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p><b>EXPIRES 12/31/24</b></p>	<p>I certify the 2021 Special Provision Sections listed below are applicable to the design for the subject Project for the construction of the Sewer System Improvements and accompanying Work. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00210, 00220, 00221, 00222, 00223, 00224, 00228, 00490, 00620, 00641, 00730, 00744</p>
<p>Date Signed: <u>May 14, 2024</u></p>	

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## **PART 00100 – GENERAL CONDITIONS**

### **SECTION 00100 – GENERAL**

The Work shall be performed in accordance with the Contract Documents including, but not limited to: the Bid Documents package, Project Drawings, and these Special Provisions. In addition, the Work shall also be performed in accordance with the Oregon Standard Specifications for Construction (2021 Edition), as modified by these Special Provisions, and in accordance with the current Town of Lakeview and Oregon Standard Drawings. All number references in these Special Provisions shall be understood to refer to Sections of the Oregon Standard Specifications. The following Special Provisions supersede any conflicting provisions of the 2021 Oregon Standard Specifications.

### **SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS**

Comply with Section 00110 of the Standard Specifications, supplemented and/or modified as follows:

**00110.05(a) Grammar** - Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

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

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Estimating  
[www.oregon.gov/ODOT/Business/Pages/Steel.aspx](http://www.oregon.gov/ODOT/Business/Pages/Steel.aspx)
- Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)
- Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)
- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)
- ODOT Traffic Standards  
[www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx)

**00110.20 Definitions** – Add the following paragraph to the beginning of this sub-section:

All of the following definitions are applicable to the standard specifications and associated special provisions.

Replace the “Agency” definition with the following definition:

Town of Lakeview – The Town of Lakeview, Oregon, acting through its designated representative(s).

In each instance where the word State, Division, Commission, Owner, Construction Contracts Unit or Contractor Plans Office appears in the Special Provisions and or Standard Specifications substitute the words Town of Lakeview or Town.

Replace the "Bid Booklet" definition with the following definition:

Bid Booklet – The bound paper version included in the Solicitation Documents.

Delete “First Notification,” “Second Notification” and “Third Notification.” The Town of Lakeview will not be sending these notifications to the Contractor. The Contractor should delete these terms and associated verbiage where used in the Standard Specifications.

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

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders:** Delete this subsection of the Standard Specifications.

### **00120.01 General Bidding Requirements –**

Delete the text of this subsection in the Standard Specifications and substitute the following: Town of Lakeview will only accept paper Bids. No electronic Bids will be allowed and delete any reference to electronic Bids within the 2021 edition of the "Oregon Standard Specifications for Construction".

**00120.05 Request for Plans, Special Provisions, and Bid Booklets** - Replace this entire subsection with the following subsection:

Plans and Specifications and Addenda will be available ONLY at QuestCDN's website: <http://www.QuestCDN.com> eBid #9126267 beginning **5/20/2024**

The Plans, which are applicable to the Work to be performed under the Contract, bear title and as follows:

### **ROBERTA ROAD IMPROVEMENTS**

**00120.10 Bid Booklet** - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against

employees who are members of a protected class as required by Chapter 212, Oregon Laws 2017 (House Bill 3060)

**00120.30 Changes to Plans, Specification, or Quantities before Opening of Bids -**

Delete the text of this subsection in the Standard Specifications and substitute the following:

The Town of Lakeview reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Any Addenda or Addendum issued by the Town of Lakeview which includes changes, corrections, additions, interpretations, or information, and issued six (6) days or more before the scheduled closing time for filing Bids (not including Saturday, Sunday or legal holidays) shall be binding upon the Bidder. Failure of the Bidder to receive or obtain such Addenda from QuestCDN's website shall not excuse them from compliance therewith, if awarded the Contract. Bidders are responsible for ensuring they have downloaded all Addenda for the project and for ensuring their potential Subcontractors, Manufacturers, Suppliers, etc. have received copies of such Addenda. Bids may be rejected if opened and found by the Town of Lakeview to not be based on all Addenda published on QuestCDN's web site before Bid Closing.

**00120.40(a) General:**

**(1) Paper Bids:** Replace this subsection, except for the subsection number and title, with the following:

Bidders shall not alter, in any manner, the (paper) documents bound within the Bid Booklet. Bidders shall complete the certifications and statements included in the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Booklet shall be in ink or typed. Signatures and initials shall be in ink.

The Bidder shall print out and properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided.  
(see 00120.40(e))

**(2) Electronic Bids:** Delete the text of this subsection in the Standard Specifications.

**00120.40(c) Bid Schedule Entries:**

**(2) Electronic Bid Schedule Entries:** Delete the text of this subsection in the Standard Specifications.

**00120.40(d) Bidder's Address and Signature Pages:** Delete the text of this subsection in the Standard Specifications and substitute the following:

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

**00120.40(e) Bid Guaranty:**

**(1) Bid Guaranty with Paper Bids:** Delete the first sentence of the second paragraph of this subsection in the Standard Specifications and substitute the following:  
If a Surety Bond is submitted, the form used by a particular company is sufficient.

**(2) Bid Guaranty with Electronic Bids:** Delete this subsection.

**00120.40(f) Disclosure of First-Tier Subcontractors** - Replace this subsection, except for the subsection number and title, with the following:

Without regard to the amount of a Bidder's Bid, if the Town of Lakeview's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours after the time Bids are due to be submitted, submit to the Town of Lakeview, on a form provided by the Town of Lakeview, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose Contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
  - \$350,000, regardless of the percentage of the total Project Bid.
- For each Subcontractor listed, Bidders shall state:
- The name of the Subcontractor;
  - The dollar amount of the subcontract; and
  - The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid by filling out the Subcontractor Disclosure Form printed from the Bid Form.

Subcontractor Disclosure Forms submitted will be considered late if not received by the Town of Lakeview within 2 working hours after the time designated for receiving Bids.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

**00120.40(g) Disclosure of Conflict of Interest:** Delete the last sentence in first paragraph.

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

Electronic Bids are not permitted. Bids shall be submitted on paper in person, or by mail or parcel delivery service, addressed to Shiela Strubel, Special Projects, Town of Lakeview, 525 North 1<sup>st</sup> Street, Lakeview, Oregon 97630, in a sealed envelope marked with the name of the

Bidder, Bidder's address, Construction Contractors Board's license number and the words "ROBERTA ROAD IMPROVEMENTS." If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope. Bids may not be submitted by fax.

Bids may be submitted until 2:00 P.M. PST on the day of Bid Opening. Bids submitted after that time will not be opened or considered. The Town of Lakeview assumes no responsibility for the receipt and return of late Bids. First Tier Disclosure forms may be submitted until 4:00 pm on the day of Bid Opening.

**00120.60 Revision or Withdrawal of Bids:** Replace this subsection, except for the subsection number and title, with the following:

The Bid Booklet may be revised or withdrawn by the Bidder, provided that:

Revisions or withdrawal of Bids are received by Shiela Strubel, Special Projects, Town of Lakeview, 525 North 1<sup>st</sup> Street, Lakeview, Oregon 97630, before 2:00 P.M. PST on the day of the Bid Opening.

**00120.70 Rejection of Non-responsive Bids** – Revise the following bulleted items of these subsections:

- Delete the phrase in parentheses "(save for changes received by FAX....)" in the seventh bulleted item.
- Delete bulleted item fifteen regarding DBE requirements.
- Delete bulleted item five regarding Electronic Bids.

Add the following bulleted item to this subsection:

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

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

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

**00130.10 Award of Contract** – Delete paragraph that begins with "The Agency will provide Notice of Intent to Award..." and replace with "The Town of Lakeview will provide Notice of Intent to Award via email to addresses provided on QuestCDN's Plan Holders List".

**00130.15 Right to Protest Award** - Delete the text of this subsection in the Standard Specifications and substitute the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Town of Lakeview a written protest of the Town's Intent to Award within seven (7) days after issuance of the notice of intent to Award the Contract. The protest shall specify the grounds upon which it is based. The Town of Lakeview is not obligated to consider late protests.

#### **00130.40 Contract Bonds, Certificates and Registrations.**

Add the following Subsection:

**(f) Public Works Bond** – Every Contractor and Subcontractor shall have a \$30,000 Public Works Bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt.

#### **00130.50 Execution of Contract and Bonds:**

Substitute the following:

**(a) By the Bidder** - In the first sentence of this paragraph replace 15 Calendar Days with 10 Calendar Days.

**(b) By the Agency** - In the first sentence of this paragraph replace 7 Calendar Days with 15 Calendar Days.

**00130.90 Notice to Proceed** - Delete the last sentence of this subsection of the Standard Specifications and substitute the following: The Town Engineer will issue a Notice to Proceed on the date shown in Section 00180.40 (a) or the date noted that the performance of the Contract has begun.

#### **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications modified as follows:

Add the following information:

Scope of Work shall include but not be limited to the Materials and appurtenances shown on the Schedule of Bid Items and construction drawings.

**00140.90 Final Trimming and Cleanup** - Add the following sentence after the final paragraph to this subsection of the Standard Specifications:

The Contractor is not relieved of any final cleanup responsibilities by the lack of any above items on a punch list.

#### **SECTION 00150 - CONTROL OF WORK**

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

**00150.10 (a) Order of Precedence** – Replace this subsection with the following:

The Town Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Contract Change Orders;
- Addendums;
- Special Provisions;

- Prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Town of Lakeview standard/modified details;
- Oregon Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications; and
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

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

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

**00150.50(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).
- The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.
- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;

- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Town Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

Add the following subsection:

**00150.50(f) Utility Information:**

The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

1. Lakeview Public Works  
Lakeview Water & Wastewater  
Lakeview Town Streets  
525 North 1st Street  
Lakeview, OR 97630  
541-947-2020
2. Surprise Valley Electrification Corp. Power Company  
800 W 12th Street  
Alturas, CA 96101  
530-233-3511
3. Pacific Power / PacifiCorp  
1-888-221-7070



4. ODOT  
1269 So. G Street  
Lakeview, OR 97630  
Steve Anderson  
541-947-2203
  
5. Hunter Communications  
Fiber Optics  
Clint Latke / Bill Whitson  
541-772-9282

**00150.80 Removal of Unacceptable and Unauthorized Work** - Replace the paragraphs that begin "The Agency will not pay..." and "If, when ordered by..." with the following two paragraphs:

The Town of Lakeview will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Town Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Town Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Town Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

**00150.91 Post-Construction Review** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor or the Town may request a Post-Construction Review meeting. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting and will announce the time and place of the meeting at least 15 days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

## **SECTION 00160 - SOURCE OF MATERIALS**

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

### **00160.01 Notification of Source of Supply and Materials**

- (a) **All Materials** – Delete last two paragraphs of this subsection.

### **00160.05 Qualified Products List (QPL)**

## **SECTION 00165 - QUALITY OF MATERIALS**

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

**00165.20 Materials Specifications and Test Method References** - Replace the last sentence of this section with the following:

If the Contractor identifies conflicting references or if no reference is made, the Contractor shall immediately request a clarification from the Town Engineer.

**00165.40 Statistical Analysis** - Delete this subsection of the Standard Specifications. There will be no Statistical Analysis on this Project. The Contractor will be paid for Materials according to the Schedule of Contract Bid Prices for each particular Material meeting required specifications and incorporated into the Project.

**00165.50 Statistical Acceptance Sampling and Testing** - Delete this subsection of the Standard Specifications.

**00165.91 Fabrication Inspection Expense** - Delete this subsection of the Standard Specifications.

## **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

**00170.00 General** - Add the following two paragraphs after the paragraph that begins "In any litigation, the entire...":

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

All rights and remedies available to the Town of Lakeview under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

**00170.70(a) Insurance Coverages** – Add the following to the end of this section:

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

<b>Insurance Coverage</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$ 1,000,0000	\$ 2,000,000
Commercial Automobile Liability	\$ 1,000,000	\$ 2,000,000
Excess/Umbrella	\$ 2,000,000	\$ 4,000,000

- With Asbestos Liability Endorsement or separate coverage

**00170.70(d) Additional Insured** – Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The Town of Lakeview and its officers, agent, and employees
- Oregon Department of Transportation
- Adkins Engineering & Surveying, Inc.

**00170.72 Indemnity/Hold Harmless** – Delete the last paragraph of this subsection and add the following paragraph and bullets to the end of subsection:

Extend indemnity, defense, and hold harmless to the Town of Lakeview and the following:

- The Town of Lakeview and its officers, agent, and employees
- Oregon Department of Transportation
- Adkins Engineering & Surveying, Inc.

**00170.85(2) General Warranties for Local Town of Lakeview Projects** – In the second paragraph change “Second Notification” to “Final Acceptance”.

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

**00180.21(a) General** - Add the following paragraph to the end of this subsection:

The Town Engineer may revoke consent to subcontract. If the Town Engineer revokes consent to subcontract, the Subcontractor shall be immediately removed from the Project Site.

**00180.21(b) Submittal of Requests** – Delete last sentence of second paragraph of this subsection.

Add the following subsection:

**00180.40 Limitation of Operations:**

**(a) In General** - Add the following bulleted items:

- Begin Work no earlier than the date on the Notice to Proceed.
- Perform the work from 7:00 AM to 7:00 PM daily unless given written authorization from the Town in advance.

Add the following subsection:

Add the following subsections:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
On-Site Work .....	00180.40(b)
Contract Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Closed Lanes .....	00220.40(e)(1)
Special Events .....	00220.40(e)(2)(b)

Limited Duration Road Closure .....	00220.40(f)
Road Closure Using Rolling Slowdown Method .....	00220.40(g)
Regulated Work Areas .....	00290.34(a)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic .....	00745.51

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

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

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

**00180.42 Preconstruction Conference** - Add the following paragraph to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Town Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

**00180.50(b) Kinds of Contract Time** - Add the following:

Contract Time for this project will be based on (1) Fixed Date Calculation.

**00180.50(d) Recording Contract Time** - Delete this subsection in the Standard Specifications and substitute the following:

For Contracts with a fixed date for completion, the number of days of liquidated damages assessed will show on the monthly pay for the Project if the project has exceeded the completion date.

**00180.50(g) End of Contract Time** - Substitute the word "Written" for the word "Second" in this subsection of the Standard Specifications and add the following:

The Town Engineer will notify the contractor in writing when the work specified under the Contract has been completed and accepted.

Add the following subsection:

**00180.50(h) Contract Time** - There is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract before the elapse of 45 Calendar Days after issuance of Notice to Proceed.

## **00180.85 Failure to Complete on Time; Liquidated Damages**

Delete 180.85(b) subsection 1 and 2 and add the following:

The liquidated damages for failure to complete the Work on time are \$ 200 per Calendar Day\*.

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

Add the following subsection:

**00180.85(c) Lane Closures** - Lane closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e) or 00220.40(f). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e) or 00220.40(f). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

**00180.85(d) Traffic Delays Beyond 20 Minutes** - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

**00190.20(f-2) Scale without Automatic Printer** - Add the following to the first paragraph:

The Town will not have a weigh witness.

**00190.20(g) Agency-Provided Weigh Technician** - Delete this subsection of the Standard Specifications.

The Town will not provide a weigh person. All weighing shall be done by the Contactor's personnel as stated in 00190.20(f-3) of the Standard Specifications.

## **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

**00195.10 Payment for Changes in Material Costs** - Delete the text of this subsection of the Standard Specifications and substitute the following:

There is no asphalt or fuel price escalation clause for this project.

**00195.12 Steel Material Price Escalation/De-Escalation Clause** - Delete the text of this subsection of the Standard Specifications and substitute the following:

There is no steel price escalation for this project.

**00195.50(b) Retainage** - In the first sentence change "2.5%" to 5%.

**00195.50(c) Forms of Retainage** - Delete the text of this subsection of the Standard specifications and substitute the following:

Retainage for this Contract shall be by Cash, Alternate A as modified below.

**(1) Cash, Alternate A** - Delete the second paragraph of this subsection of the Standard

**(2) Cash, Alternate B (Retainage Surety Bond)** - Delete this subsection of the Standard Specifications.

**(3) Bonds and Securities** - Delete this subsection of the Standard Specifications.

**00195.60 Advance Allowance for Materials on Hand** - Delete this subsection of the Standard Specifications.

## **00195.80 Allowance for Materials Left on Hand**

**00195.80(a) Purchase of Unused Materials** - after the last semi-colon change the last phrase to read – "the Town may purchase them, at the Town's sole discretion, according to the formula and conditions set forth in subsection (b) below."

## **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications.

## **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.20(a) General** - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Town Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

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

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

### **00199.20 Protest Procedure**

**00199.20(g) Protest Evaluation by Third Party Neutral** - Delete this subsection of the Standard Specifications.

### **00199.30 Claims Procedure**

**0199.30(b) Claims Requirements** - Substitute the words "Written Completion" for the word "Second" in this subsection of the Standard Specifications.

### **00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies -**

**(b) Step 1: Region Level Review** - Delete the text of this subsection of the Standard Specifications and substitute the following:

#### **(b) Step 1: Local Contract Review Board (Town of Lakeview Town Council) Review:**

The Contractor shall request that the Town Staff arrange a meeting with the Local Contract Review Board, the Town of Lakeview Town Council; hereinafter known as the "Board" in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Town's receipt of the request, or as otherwise agreed by the parties.

If the Board determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the Board will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Board will provide a written decision to the Contractor within 30 Calendar Days of the last Board review meeting.

If the Contractor does not accept the Step 1 decision, the Contractor may then proceed to (e) Step 4, below.

**(c) Step 2: Agency Level Review** - Delete this item from the Standard Specifications.

**(d) Step 3: Arbitration; Claims Review Board** - Delete this item from the Standard Specifications.

**(e) Step 4: Litigation** - Delete the three bulleted items and the first paragraph following the bulleted items from the Standard Specifications. Substitute the following:

Lawsuits must be properly filed in a court of competent jurisdiction in Lake County within six months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

**00199.50 Mediation** - Delete this subsection from the Standard Specifications.

**00199.60 Review of Determination Regarding Records** - Delete this subsection from the Standard Specifications.



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

### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

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

- Do not stockpile equipment or materials in the right-of-way outside of working hours.

### **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

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

**00221.01(c) Standards** - Replace the bullet list with the following bullet list:

- Oregon Department of Transportation's "Sign Policy and Guidelines for the State Highway System"
- The Manual on Uniform Traffic Control Devices (MUTCD)
- The latest versions of the 1990 Americans with Disabilities Act (ADA), and the Public Right of Way Accessibility Guidelines (PROWAG).
- FHWA "Standard Highway Signs" manual
- ODOT "Oregon Temporary Traffic Control Handbook for Operations of 3 Days or Less" when directed by the Town Engineer only for mobile pavement marking operations or surveying work, available on the ODOT Traffic Control Plans Unit Website
- ODOT "Oregon Portable Changeable Message Sign Handbook", available on the ODOT Traffic Control Plans Unit website
- ODOT "Traffic Control Plans Design Manual", available on the ODOT Traffic Control Plans Unit website.

**00221.02 General Requirements** - In the paragraph that begins "Work may be suspended...", replace the sentence that begins "Costs for work performed..." with the following sentence:

Costs for work performed by the Town may be deducted from monies due the Contractor.

Add the following to the end of this subsection:

Install "ROAD WORK AHEAD" (W20-) signs according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings

**00221.80 Measurement, Method "A"** – Delete this section.

**00221.89 Payment, Method "C"** – Delete this section.

**00221.90 Measurement, Method “A”** – Delete this section.

**00221.99 Payment, Method “C”** – Incidental Basis – Delete this section.

#### **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

**00222.80 Measurement** – Replace this section with the following:

The measurement of work performed under this section will be made on an Incidental Basis.

**00222.90 Payment** – Delete this section.

#### **SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

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

**00223.80 Measurement** – Replace this section with the following:

The measurement of work performed under this section will be made on an Incidental Basis.

**00223.90 Payment** – Delete this section.

#### **SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

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

**00224.80 Measurement** – Replace this section with the following:

The measurement of work performed under this section will be made on an Incidental Basis.

**00224.90 Payment** – Delete this section.

#### **SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLE ROUTING**

Comply with Section 00228 of the Standard Specifications modified as follows:

**00228.80 Measurement** – Replace this section with the following:

The measurement of work performed under this section will be made on an Incidental Basis.

**00224.90 Payment** – Delete this section.

**PART 00490 DRAINAGE AND SEWERS**

**SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

## **PART 00600 BASES**

### **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

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

**00620.40(e) Warning Signs** - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

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

Traffic will be allowed on the cold planed surface after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

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

### **SECTION 00641 - AGGREGATE SUBBASE, BASE AND SHOULDERS**

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

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

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

**00641.20 Mixing Plant** - Replace the sentence that begins "Mix Aggregate and water..." with the following two sentences:

Mix Aggregate and water according to subsection 00641.20(a). Road mix is not allowed on this Project.

**00641.41 Mixing, Hauling, and Placing** - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Add water to the Aggregate while mixing to provide a moisture content according to 00641.12 and subsection 00641.41(a). Road mix is not allowed on this Project.

## PART 00700 WEARING SURFACES

### SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

No separate or additional payment will be made for Emulsified Asphalt tack coat.

### SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

Provide 64-22 grade asphalt cement for this Project.

Add the following subsection:

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

**00744.90 Payment** – Add the following to the list that begins “No separate or additional payment will be made for”:

- Emulsified asphalt tack coat