



**CONTRACT DOCUMENTS**

**BENTON COUNTY, OREGON**

**Corvallis-Albany Path: Pilkington to Merloy**

**COUNTY PROJECT # BP-CorvAlb-01-19**

**Benton County Board of Commissioners**

**Xanthippe Augerot, Chair  
Nancy Wyse, Commissioner  
Patrick Malone, Commissioner**

**May 22, 2024**

**Gary Stockhoff, P.E.  
Director of Public Works**

**Corvallis-Albany Path: Pilkington to Merloy**  
**COUNTY PROJECT # BP-CorvAlb-01-19**

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**ADVERTISEMENT FOR BIDS**

Benton County invites bids for the Corvallis-Albany Path: Pilkington to Merloy, County Project Number BP-CorvAlb-01-19

**BRIEF DESCRIPTION OF WORK TO BE PERFORMED**

The proposed work generally consists of furnishing all labor, equipment, materials, and supervision for grading, drainage, and paving a multi-use path to County standards per these Contract Documents.

Plans, specifications, and bid documents will be available on May 22, 2024, in the office of the Public Works Department, 360 SW Avery Avenue, Corvallis, Oregon at no cost or viewed at: <https://finance.bentoncountyor.gov/requests-for-proposals/>. The Benton County Standard Provisions are posted on the Public Works Department page <https://pw.bentoncountyor.gov/engineering/> and will be part of the final signed contract documents.

To be considered for award the following conditions must be met:

- 1) Bidders must prequalify in accordance with ORS 279C.430 and provisions of public contracting rules as adopted by Benton County at least two days prior to the date of the bid opening.
- 2) Bidders must be prequalified for the following work classes:
  - Earthwork and Drainage
  - Aggregate Bases
  - Asphalt Concrete Paving
  - Signing
  - Landscaping
  - Miscellaneous Highway Appurtenances
  - Temporary Traffic Control
  - Pavement Markings
- 3) The Bid Proposal must be submitted on the prescribed form and shall contain a statement by the bidder that the bid complies with the provisions of ORS 279C.800 to 279C.870, and contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- 4) The Contractor must be registered with the Oregon Construction Contractors Board in order for his/her bid to be considered on construction contracts.



## BIDDERS' CHECKLIST

### **Bidder's attention is called to the following forms which must be executed in full as required:**

- A. **BID FORM (S)**: Each bidder shall complete the bid form(s). Prices must be shown in the spaces provided and must be expressed in both words and figures. Where conflict occurs, written or typed words shall prevail.
- B. **BID BOND**: This form is to be executed by bidder and bidder's Surety. The amount of cash, certified check, cashier's check, or Bid Bond shall not be less than 10% (ten percent) of the total Bid amount.
- C. **FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**: When the contract value is greater than the \$100,000, this form must be submitted by the bid submission deadline or within two working hours of such submission deadline. If no subcontractors will be used, the bidder must indicate "NONE" on the disclosure form. Failure to submit this form will result in the bid becoming non-responsive and such bid will not be considered for award.
- D. **DRUG TESTING PROGRAM CERTIFICATION FORM**: This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.

The following forms are to be executed after the Contract is awarded:

- A. **CONSTRUCTION CONTRACT**: This agreement is to be executed by the successful bidder.
- B. **PERFORMANCE AND PAYMENT BOND**: Bonds are to be executed by the successful bidder and bidder's Surety Company and submitted at the time of the Contract is executed.
- C. **PUBLIC WORKS WAGE CERTIFICATION FORM**: This form is to be completed in accordance with state law and submitted with every request for payment.
- D. **CERTIFICATES OF INSURANCE**: Certificates are to be executed by the successful bidder and bidder's insurance companies and submitted at the time the Contract is executed.
- E. **FORM OF RETAINAGE**: If the project is over \$500,000, then the successful bidder shall fill out and submit the form of retainage document, in accordance with ORS 279C.560 and HB 2415, at the time the Contract is executed.
- F. **Other Bond**: If project is over \$100,000, CONTRACTORS AND SUB-CONTRACTORS shall file a \$30,000 Public Works Bond with the Construction Contractor's Board.

**BID PROPOSAL**

Benton County Public Works Department  
360 SW Avery Avenue  
Corvallis, Oregon

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

The bidder further declares that he has carefully examined the Contract documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract documents; and that this proposal is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the Contract with the County in the form of Contract provided by the County, and will, at the time of execution of the Contract, deliver to the County the performance bond and insurance certificates required by the Contract. The Contractor further agrees, to the extent of this proposal, to furnish all necessary labor, equipment and tools to meet the requirements of this Contract, within seven calendar days of receiving formal written notice to proceed from the County.

The bidder further agrees to complete construction of all work in all respects as set forth in the Special Provisions and certifies that all provisions of Oregon Law (ORS 279C.840), relating to prevailing wage rates, and all other applicable provisions of ORS 279A, B and C are incorporated in and shall be complied with in making this proposal. CONTRACTOR shall ensure all employees are paid not less than the specified minimum hourly rate of wage if the project is subject to the prevailing wage rate law. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

In the event the bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set

forth in the Contract documents, liquidated damages shall be paid to the County at the rate of Four Hundred dollars (\$400.00) per calendar day for each day said work remains incomplete beyond the time for completion. It is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the work is not completed in a timely fashion. Sundays and legal holidays shall be excluded in determining days in default.

The bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract documents.

It is agreed that if the bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified performance bond within seven (7) calendar days after receipt of notification of acceptance of his proposal, then, in that event, the bid security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) deposited herewith according to the conditions of the Advertisement for Bids and Instructions to Bidders, shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the bidder shall fail or refuse to enter into the Contract for the said work and to furnish the performance bond as specified in the Contract documents. Bid security in the form of cash or a certified check shall be subject to the same requirements as a bid bond.

If the bidder is awarded a construction contract on the proposal, the surety who will provide the performance bond will be:

\_\_\_\_\_ whose address is:

\_\_\_\_\_  
(Site Address)

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

The name of the bidder who has submitted this proposal is doing business at:

\_\_\_\_\_  
(Site Address)

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Mailing Address) City, State, Zip

The latter which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

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

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

(If sole proprietor or partnership)

In witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

(If corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers

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

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

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



### Contractor's Proposal Form

Corvallis-Albany Path: Pilkington to Merloy  
County Project # BP-CorvAlb-01-19

ITEM NO	ITEM WITH BID UNIT PRICE (Unit price in writing)	APPROX QUAN	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE (3.3%) @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
3	EROSION CONTROL (1%) @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
4	PLASTIC SHEETING @ _____ Dollars and _____ Cents, Per Square Foot Price.	100	SQFT	\$ _____	\$ _____
5	CHECK DAM, TYPE 3 @ _____ Dollars and _____ Cents, Per Each Price.	20	EACH	\$ _____	\$ _____
6	CONSTRUCTION ENTRANCE, TYPE 1 @ _____ Dollars and _____ Cents, Per Each Price.	2	EACH	\$ _____	\$ _____
7	SEDIMENT FENCE @ _____ Dollars and _____ Cents, Per Foot Price.	8,800	FOOT	\$ _____	\$ _____
8	INLET PROTECTION, TYPE 7 @ _____ Dollars and _____ Cents, Per Each Price.	10	EACH	\$ _____	\$ _____
9	SEDIMENT BARRIER, TYPE 3 @ _____ Dollars and _____ Cents, Per Foot Price	50	FOOT	\$ _____	\$ _____
10	POLLUTION CONTROL PLAN @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____

ITEM NO	ITEM WITH BID UNIT PRICE (Unit price in writing)	APPROX QUAN	UNIT	UNIT PRICE	TOTAL AMOUNT
11	CONSTRUCTION SURVEY WORK (5%) @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
12	REMOVAL OF STRUCTURES AND OBSTRUCTIONS @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
13	ASPHALT PAVEMENT SAW CUTTING @ _____ Dollars and _____ Cents, Per Foot Price	102	FOOT	\$ _____	\$ _____
14	CLEARING AND GRUBBING @ _____ Dollars and _____ Cents, Per Acre Price.	1.4	ACRE	\$ _____	\$ _____
15	EMBANKMENT IN PLACE @ _____ Dollars and _____ Cents, Per Cubic Yard Price.	1,200	CUYD	\$ _____	\$ _____
16	SUBGRADE GEOTEXTILE @ _____ Dollars and _____ Cents, Per Square Yard Price.	5,380	SQYD	\$ _____	\$ _____
17	RIPRAP BASINS @ _____ Dollars and _____ Cents, Per Each Price.	4	EA	\$ _____	\$ _____
18	18 INCH CULVERT PIPE, 5 FT DEPTH @ _____ Dollars and _____ Cents, Per Foot Price.	36	FOOT	\$ _____	\$ _____
19	12 INCH HDPE PIPE, 5 FT DEPTH @ _____ Dollars and _____ Cents, Per Foot Price.	58	FOOT	\$ _____	\$ _____
20	SLOPED END SECTIONS, 18 INCH @ _____ Dollars and _____ Cents, Per Each Price.	2	EA	\$ _____	\$ _____
21	PAVED CULVERT END SLOPES @ _____ Dollars and _____ Cents, Per Square Foot Price.	92	SQFT	\$ _____	\$ _____

ITEM NO	ITEM WITH BID UNIT PRICE (Unit price in writing)	APPROX QUAN	UNIT	UNIT PRICE	TOTAL AMOUNT
22	CATCH BASINS, TYPE 3, AREA DRAINAGE BASIN OR FIELD INLET @ _____ Dollars and _____ Cents, Per Each Price	2	EACH	\$ _____	\$ _____
23	RETAINING WALL, PREFAB MODULAR GRAVITY @ _____ Dollars and _____ Cents, per Lump Sum Price	1	LS	\$ _____	\$ _____
24	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP @ _____ Dollars and _____ Cents, Per Square Yard Price.	310	SQYD	\$ _____	\$ _____
25	AGGREGATE BASE @ _____ Dollars and _____ Cents, Per Ton Price.	2,360	TON	\$ _____	\$ _____
26	COMMERCIAL ASPHALT CONCRETE PAVEMENT @ _____ Dollars and _____ Cents, Per Square Foot Price.	2,750	SQFT	\$ _____	\$ _____
27	ASPHALT WALKS @ _____ Dollars and _____ Cents, Per Square Foot Price.	39,600	SQFT	\$ _____	\$ _____
28	CONCRETE CURBS @ _____ Dollars and _____ Cents, Per Foot	56	FOOT	\$ _____	\$ _____
29	CONCRETE WALK @ _____ Dollars and _____ Cents, Per Square Foot	165	SQFT	\$ _____	\$ _____
30	TRUNCATED DOMES ON NEW SURFACES @ _____ Dollars and _____ Cents Per Square Foot Price	42	SQFT	\$ _____	\$ _____
31	PAVEMENT BAR, TYPE B-HS @ _____ Dollars and _____ Cents Per Square Foot Price	265	SQFT	\$ _____	\$ _____

ITEM NO	ITEM WITH BID UNIT PRICE (Unit price in writing)	APPROX QUAN	UNIT	UNIT PRICE	TOTAL AMOUNT
32	PAVEMENT LEGEND, TYPE B-HS BICYCLE YIELD LINE TRIANGLE @ _____ Dollars and _____ Cents, Per Each	36	EACH	\$ _____	\$ _____
33	REMOVAL AND REINSTALL EXISTING SIGNS @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
34	SIGN SUPPORT FOOTINGS @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
35	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS @ _____ Dollars and _____ Cents, Per Lump Sum Price.	1	LS	\$ _____	\$ _____
36	SIGNS, STANDARD SHEETING, SHEET ALUMINUM @ _____ Dollars and _____ Cents, Per Square Foot Price.	64	SQFT	\$ _____	\$ _____
37	SEEDING MOBILIZATION @ _____ Dollars and _____ Cents, Per Each Price.	1	EACH	\$ _____	\$ _____
38	PERMANENT SEEDING, MIX NO. 1 @ _____ Dollars and _____ Cents, Per Acre Price.	1.0	ACRE	\$ _____	\$ _____
39	BARK MULCH @ _____ Dollars and _____ Cents, Per Cubic Yard Price	30	CUYD	\$ _____	\$ _____
40	WEED CONTROL GEOTEXTILE @ _____ Dollars and _____ Cents, Per Square Foot Price	2,140	SQFT	\$ _____	\$ _____
41	TYPE CL-4 CHAIN LINK FENCE @ _____ Dollars and _____ Cents, Per Foot Price	125	FOOT	\$ _____	\$ _____

ITEM NO	ITEM WITH BID UNIT PRICE (Unit price in writing)	APPROX QUAN	UNIT	UNIT PRICE	TOTAL AMOUNT
42	REMOVE AND REBUILD FENCE @ _____ Dollars and _____ Cents, Per Foot Price	11	FOOT	\$ _____	\$ _____
43	REMOVE EXISTING MAILBOXES AND SUPPORTS @ _____ Dollars and _____ Cents, Per Each	1	EACH	\$ _____	\$ _____
44	INSTALL LOCKING MAILBOX WITH PEDESTAL @ _____ Dollars and _____ Cents, Per Each Price	1	EACH	\$ _____	\$ _____
	TOTAL				\$ _____



# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECT NAME & NUMBER: Corvallis-Albany Path: Pilkington to Merloy  
 COUNTY PROJECT # BP-CorvAlb-01-19**

**BID SUBMITTAL DEADLINE: 2:00 P.M.                      DATE: June 6, 2024**

**DISCLOSURE FORM SUBMITTAL DEADLINE: 4:00 P.M.    DATE: June 6, 2024**

This form must be submitted no later than 4:00 p.m. on the same day the bids are due in the County Public Works Office. Any and all bids received after the bid submittal deadline, or for which this First-Tier Subcontractor Disclosure Form has not been received by 4:00 p.m. will not be considered and will be returned to the bidder.

List below the name, address, subcontract dollar value, category of work, Construction Contractor Board (CCB) registration or State Landscape Contractors Board (SLCB) license number if applicable, contact name and telephone number of each subcontractor that will be furnishing labor or materials with dollar value equal to or greater than:

- a)     5% of the total Contract price, but at least \$15,000 (including all alternates); or
- b)     \$350,000 regardless of the percentage of the total Contract price.

**Note: You must enter "NONE", sign and submit the form if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)**

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

**NOTE: FAILURE TO SUBMIT THIS FORM BY THE 4:00 P.M. DISCLOSURE DEADLINE WILL RESULT IN A BID BECOMING NON-RESPONSIVE AND SUCH BID WILL NOT BE CONSIDERED FOR AWARD.**

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

Form Received in the County Public Works Office:

Time: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**Note: Unless otherwise stated in the original Invitation to Bid, this form shall not be faxed. It is the responsibility of the Bidder to ensure timely receipt of the Form by the Public Works Office.**

**EMPLOYEE DRUG TESTING PROGRAM  
CERTIFICATION FORM**

BIDDER'S NAME: \_\_\_\_\_

**PROJECT NAME & NUMBER: Corvallis-Albany Path: Pilkington to Merloy  
COUNTY PROJECT NUMBER: BP-CorvAlb-01-19**

ORS 279C.505(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The County's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the County to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the County at any time upon the County's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The Contractor has provided each employee with a copy of the drug testing policy.

The County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

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

Printed Name, Title: \_\_\_\_\_

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



**BID BOND**

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

of \_\_\_\_\_ (hereinafter called the principal),

as principal, and \_\_\_\_\_

(hereinafter called the surety), are held and firmly bound unto:

Benton County, Oregon (hereinafter called the obligee) in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the principal has submitted or is about to submit a proposal to the obligee on a Contract for:

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

NOW, THEREFORE, if the said Contract be timely awarded to the principal and the principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

(Seal)

\_\_\_\_\_

Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_

Title

\_\_\_\_\_  
Surety

By

\_\_\_\_\_

Attorney-in-Fact

**BENTON COUNTY**  
**CONSTRUCTION CONTRACT AGREEMENT**

In consideration of the covenants set forth below, referred to as CONTRACTOR and BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, acting by and through its Public Works Contracting Officer, hereinafter referred to as COUNTY, mutually contract as follows:

- I. CONTRACTOR agrees and covenants with COUNTY that they will furnish all tools, equipment, labor, and material necessary to perform and complete in a good and workmanlike manner the work contained in these Contract Documents.

The proposed work generally consists of furnishing all labor, equipment, materials, and supervision for grading, drainage, and paving a multi-use path to County standards per these Contract Documents and to complete the work as stated in the Special Provisions and Technical Specifications.

CONTRACTOR agrees to complete the work by **October 31, 2024**.

- II. That the advertisement for bid, the signed bid proposal, the bid unit price schedules, the bid proposal bond, the fully executed Contract, the fully executed performance bond, the Benton County Standard Provisions, the Oregon Department of Transportation/ American Public Works Association Oregon Standard Specifications for Construction, the Special Provisions and the Attached Construction Drawings are hereby referred to and by reference made a part of this Contract. All work shall be done according to the terms, conditions and requirements of said Contract Documents.
- III. COUNTY agrees to pay CONTRACTOR as outlined in the attached bid proposal. Retainage shall be an amount equal to 5% of said progress payment until the work has been completed. If the project is over \$500,000, the CONTRACTOR shall fill out and submit Section E: Form of Retainage, in accordance with ORS 279C.560 and HB 2415, directing the COUNTY on how to manage the retainage. The Form of Retainage shall be submitted at the time the Contract is executed.
- IV. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

- V. CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.
- VI. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.
- VII. INDEMNIFICATION: CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.
- VIII. COUNTY shall require its CONTRACTOR and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of COUNTY's CONTRACTOR or any of the officers, agents, employees or subcontractors of the CONTRACTOR. It is the specific intention of the Parties that STATE shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the STATE, be indemnified from and against all Claims caused or alleged to be caused by the CONTRACTOR or subcontractor.
- IX. Any such indemnification shall also provide that neither COUNTY's CONTRACTOR and subcontractor nor any attorney engaged by COUNTY's CONTRACTOR and subcontractor shall defend any claim in the name of the State of Oregon or the COUNTY, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent

of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that COUNTY's CONTRACTOR is prohibited from defending the State of Oregon, or that COUNTY's CONTRACTOR is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against COUNTY's CONTRACTOR if the State of Oregon elects to assume its own defense.

- X. INSURANCE: The CONTRACTOR as specified in the Benton County Standard Provisions and any subcontractors shall maintain insurance acceptable to the COUNTY (Section E: Insurance Requirements) in full force and effect throughout the term of this contract. Workers' Compensation Insurance: If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to ORS 656.001 to 656.794, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.
- XI. CONTRACTOR shall abide by the provisions of ORS 279A, B and C, incorporated by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.
- XII. Status of Contractor: The parties intend that CONTRACTOR, in performing the services specified in this Contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal government and the amount charged does not exceed his normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

XIII. The CONTRACTOR shall:

- a. Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in this contract
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation, or subdivision thereof, on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. Demonstrate that an employee drug testing program is in place and shall remain in place for the duration of this contract.
- f. Ensure that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
  - (i) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (ii) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; or
  - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- g. If this contract is subject to the prevailing wage rate law per ORS 279C.836, and where the project is over \$100,000 the CONTRACTOR and SUB-CONTRACTORS must file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI, unless the project meets other exclusions identified in this section or ORS 279C.836. CONTRACTOR shall verify Public Works Bond filing for any subcontractors prior to starting work on the project.

- IV. In the event CONTRACTOR or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this public improvement contract within 30 days after receipt of payment from COUNTY or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges

commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from COUNTY or from the contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**CONTRACTOR**

**BENTON COUNTY**

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Gary Stockhoff, P.E.  
Director of Public Works  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer I.D. Number or  
Social Security Number

Approved as to Form:

\_\_\_\_\_  
**CCB Number**

\_\_\_\_\_  
**County Counsel**

\_\_\_\_\_  
Date

*CONTRACTOR - sign the following Affidavit if you are an owner/operator business.*

**AFFIDAVIT OF OWNER/OPERATOR BUSINESS**

CONTRACTOR declares that s/he does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

**SPECIAL PROVISIONS****SCOPE OF PROJECT AND GENERAL INFORMATION****Scope of Project and Location**

The proposed work generally consists of furnishing all labor, equipment, materials, and supervision for grading, drainage, and paving a multi-use path to County standards per these Contract Documents. The project location is in Corvallis, Oregon, east of and parallel to US20 from Pilkington Ave to Merloy Ave.

See Construction Drawings for additional information on project scope and location.

**Pre-construction Meeting**

A Pre-construction Meeting will be required. The Pre-construction Meeting will be scheduled after the Contract is signed and within 30 days of the Contractor's receipt of the Notice to Proceed. No mobilization or work may be performed prior to the Pre-construction Meeting unless specifically approved in writing by the Engineer. At the Pre-construction Meeting the Contractor must provide the County with the following documentation:

- List of Materials Suppliers
- Paving Plan (Anticipated paving operation, widths and paving direction)
- Anticipated Staging Areas
- Traffic Control Plan (Including Temporary Pedestrian Accessible Route)
- Certification that crushed quarry aggregate shall be material that meets Oregon Standard Specification for Construction 02630.10 Dense Grade Aggregate 3/4"-0 or 1"-0 and have 100 percent fractured faces.
- Job Mix Formulas for ACP
- Concrete Mix Design
- Project Work Schedules

**Award**

Award will be made to the lowest qualified bid for the project.

**Payment**

Payment for the various items of work shall be made at the Contract unit prices or adjusted unit prices as set forth herein. Such payment shall constitute full compensation for all labor, tools, equipment, materials, and cleanup required for a complete operating project. All incidental items of work for a complete project for



which pay items do not appear shall be included in the prices bid for the various other items to which they are incidental.

No payment will be made for any materials exceeding 5% of the Engineer's estimated quantities without written approval prior to the furnishing and placement of those materials.

COUNTY and/or CONTRACTOR shall withhold 25% of amounts owed under monthly pay estimates if certified payrolls are not submitted as required by BOLI.

#### Prevailing Wages

Prevailing wage rates are incorporated in this bid document by reference. Find those rates at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. At final contract signing, applicable rates will be included.

#### Notification of Construction Schedule

Construction sequencing may be impacted by property acquisition; therefore, the Contractor shall submit a schedule that reflects construction between STA "MU" 74+40 and STA "MU" 98+69. Construction from STA "MU" 51+99 to "MU" 74+40 may commence on September 1, 2024; however, may be earlier upon the Agency's direction. The Contractor shall submit a Project Work Schedule identifying the sequencing of activities and time required for work progression. The Schedule shall contain sufficient detail to enable the Contractor and Engineer to coordinate their respective Contract duties. All work must be completed between July 5, 2024, and October 31, 2024.

#### Traffic Control

Traffic control and protection is the sole responsibility of the Contractor. A Traffic Control Plan shall be submitted by the Contractor for approval of the County three (3) days prior to the pre-construction meeting. The Traffic Control Plan shall include a Temporary Pedestrian Accessible Route for bicycle and pedestrian traffic on the multi-use path. No work shall begin until the submitted Plan has been approved. The Traffic Control Plan shall also be submitted to ODOT for review and approval.

#### Quality Control and Acceptance Testing

The Contractor is responsible for all sampling and quality control testing. Sampling and testing materials shall be conducted on the frequency and in the manner prescribed in the ODOT Manual of Field Test Procedures or as directed by the engineer. Nonfield-tested materials will be accepted according to the Nonfield Tested Materials Acceptance Guide. The Contractor shall employ or subcontract persons to perform all tests when required. Cost for tests shall be included in the bid price for which the tests apply. No separate measurement or payment for testing will be made.

Coordination and scheduling of all testing, sampling, and laboratory services shall be the responsibility of the Contractor. Test results shall be made available to the County upon completion of each test. Written copies shall be provided to the County as they become available.

Completion Date

All work, shall be completed by October 31, 2024.

## **WORK TO BE DONE**

The Work to be done under this Contract consists of the following:

1. Construct pedestrian path.
2. Construct prefabricated modular retaining walls.
3. Install pavement markings and install signs.
4. Perform additional and Incidental Work as called for by the Specifications and Plans.

## **AUTHORITY OF CONSULTANT**

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

## **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

**SECTION 00150 - CONTROL OF WORK**

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

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

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

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

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

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

Add the following subsection:

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

**Table 00150-1**

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
NW Natural	Darrell Hammond 970 14th Ave SE, Albany, OR 97322 503-610-7746 Darrell.Hammond@nwnatural.com
Comcast	Lance Roth 150 NW Lewisburg Ave Corvallis OR 97330 lance_roth@comcast.com 503-991-6461
Cogent Communications	Ross Buell 541-588-4613 <a href="mailto:rbuell@cogentco.com">rbuell@cogentco.com</a>
LS Networks	Kyle Browning 921 SW Washington Street, Suite 370 Portland, OR 97205 kbrowning@lsnetworks.net (503) 758-8087

## **Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

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

### **(NW Natural) - Gas Utilities -**

The Gas Utility operates a high pressure gas pipeline within the Project limits and may require an on-site safety watcher, at no cost to the Contractor.

When operating Equipment directly above the high pressure gas pipeline, the Contractor shall keep Equipment on the paved surfaces only.

In the immediate area of the high pressure gas lines, when moving any Equipment, excavating, driving piles, pounding guardrail posts, boring, or other road construction activities, the Contractor shall increase the tolerance zone from 24 inches, as defined in OAR 952-001-010, to 10 feet. Exceptions require written approval from the Gas Utility. The Contractor shall provide the Engineer a copy of the written approval of the exception before beginning Work.

In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:

Northwest Natural Gas 1-800-882-3377

### **(PacifiCorp) - Power Suppliers -**

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

The Contractor shall maintain at least 10 feet of safety clearance from energized power lines. Exceptions require written approval from Power Supplier(s) and will require an on-site safety watcher at no cost to the Contractor. The Contractor shall provide the Engineer with a copy of the written approval of exception before beginning Work.

Add the following subsection:

#### **00150.50(g) Utility Information (Anticipated Relocations):**

The organizations list in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates and times:

**Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

**Table 00150-2**

<b>Subsection</b>	<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>	<b>Estimated Completion Date</b>
00150.50(g)(1)	PacifiCorp	Jim Kelly 830 Old Salem Rd NE, Albany, OR 97321 James.Kelly@pacificorp.com 541-967-6191	6/28/24
00150.50(g)(2)	Lumen	Travis Vaughn 740 State ST, 4th FLR Salem OR, 97301 travis.vaughn@centurylink.com 971-346-4141	6/28/24

The Contractor shall contact the Engineer to view the approved utility relocation Plans.

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

**(1) (PacifiCorp) - "Power Supplier":**

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

**(2) (Lumen) - "Telecommunication Utility":**

The Contractor shall notify the Telecommunications Utility in writing with a copy to the Engineer at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65

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

## **Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

### **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.

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

Add the following subsection:

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

- (1) The Contractor shall complete all Work to be done under the Contract not later than October 31, 2024.

**00180.65 Right-of-Way and Access Delays** - Add the following paragraph and bullet to the end of this subsection:

It is anticipated that the ending date of an anticipated delay for the following properties will be as shown:

- File #3, Sta. "MU" 51+98.8 to Sta "MU" 74+40, not later than September 1, 2024.

## **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

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

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

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

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

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

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

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

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

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

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

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

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

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

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

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

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

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



## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

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

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

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

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

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

### SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

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

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to the Project. Before beginning Work on the Project, obtain a NPDES 1200-CA permit from the applicable local jurisdiction or a NPDES 1200-C permit that is applicable to the Project.

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

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

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

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

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

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

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

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

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

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project site:

Item	Quantity
Sediment Barrier, Type 3 .....	50 Foot
Plastic Sheeting .....	100 Sq Ft

When emergency materials are used, restock emergency materials within 48 hours of use.

**00280.62 Inspecting and Monitoring** – Delete the paragraph that begins “Inspect the Project Site...”.

**00280.62(a) Inspection** - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

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

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

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

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

Add the following subsection:

### **00290.30(a)(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- Do not cause a visible sediment plume in waters of the State or U.S.

**00290.30(c)(1) Vehicle and Equipment Idling** - Replace this subsection, except for the subsection number and title, with the following:

Establish truck staging areas for diesel-powered vehicles located where truck emissions have a minimum impact on sensitive populations, such as residences, schools, hospitals and nursing homes.

Ensure that all diesel powered Equipment has a decal visible to the operator, reminding them to limit idling to a maximum of 5 minutes. Post at least 1 notice in a location frequented by employees or workers stating diesel equipment idling is limited to 5 minutes.

Limit idling of trucks and other diesel powered Equipment to 5 minutes, when the Equipment is not in use or in motion, except as follows:

- When safety of contractors, Subcontractors or Suppliers or their employees may be compromised.
- Frequent shutdowns may be detrimental to the exhaust control system.
- When traffic conditions or mechanical difficulties, over which the operator has no control, force the Equipment to remain motionless.
- When operating the Equipment's heating, cooling or auxiliary systems is necessary to accomplish the Equipment's intended use.
- To bring the Equipment to the manufacturer's recommended operating temperature.
- When the outdoor temperature is below 20 °F.

## **Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

- When needed to repair Equipment.
- Under other circumstances specifically authorized by the Engineer.

**00290.36(a) Migratory Birds** - Add the following to the end of this subsection:

**(1) Bird Management** - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712).

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

### **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications modified as follows:

**00305.00 Scope** – Add the following to the end of this subsection:

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, establish Engineering Stationing at 50 foot intervals for the length of the project along the Shoulder of the Highway. Maintain the stationing so it is visible throughout construction of the project.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications.

### **SECTION 00320 - CLEARING AND GRUBBING**

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

**00320.40(c) Tree and Vegetation Trimming** - Replace the bullet that begins “Trim branches obstructing sight...” with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

### **SECTION 00330 - EARTHWORK**

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

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

## **Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

Perform all earthwork under this Section on the embankment basis.

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

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

**00330.41(a)(5) Waste Materials** - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

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

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

**00330.92 Kinds of Incidental Earthwork** - Add the following bullets to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications.

### **SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE**

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

Comply with Section 00445 of the Standard Specifications.

### SECTION 00460 - PAVED CULVERT END SLOPES

Comply with Section 00460 of the Standard Specifications.

### SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

### SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS

Comply with Section 00596B of the Standard Specifications modified as follows:

**00596B.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

Station Limits		Area
Sta. "MU" 87+33.8 to Sta. "MU" 88+40.8 Lt.	291	sq. ft.
Sta. "MU" 93+10.8 to Sta. "MU" 93+16.8 Lt.	16	sq. ft.
Sta. "MU" 93+62.4 to Sta. "MU" 93+68.4 Lt.	16	sq. ft.

### 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 is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to Section 00740.

### SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

**SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications modified as follows:

**00740.80 Measurement** – Replace this subsection with the following:

The quantities of commercial asphalt concrete Pavement will be measured on the area basis.

**00740.90 Payment** – Replaced the paragraph beginning with” The accepted quantities. . .” with the following:

The accepted quantities of commercial asphalt concrete Pavement will be paid for at the Contract unit price, per square foot, for the item “Commercial Asphalt Concrete Pavement”.

**SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications.

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

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

**00759.03 Required Submittals** - Replace this subsection, except for the subsection number and title, with the following:

Material ordered or Work done before the Engineer reviews and returns the documents shall be at the Contractor's risk.

Submit the following:

**(a) ADA Certification for Contractors** - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preplacement conference.

**(b) Curb Ramp Work Plan** - Do not begin any curb ramp Work before the plan for completing the Work has been approved. At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following (also see 00180.41):

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.03(c)
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

**(c) Working Drawings** - At least 10 Calendar Days before the construction of a grouping of one or more curb ramp location(s), not to exceed 32 ramps unless otherwise approved under 00180.41, submit unstamped Working Drawings according to 00150.35. Include field verification of each ramp site, and all dimensions, slopes and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Marked up Supplemental Drawings, if field verified, may be submitted as Working Drawings. Notify the Engineer of any deficiencies or noncompliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed. Do not begin Work at a curb ramp until submittals for that curb ramp have been received, reviewed, and accepted in writing by the Engineer.

After submittal of the unstamped Working Drawings, according to 00150.35 a site visit may be requested by the Contractor or Engineer. The site visit will include a review of any field markings and discuss the submitted unstamped Working Drawings. The Engineer will provide additional or modified information, as needed.

Include the following in the Working Drawings:

- Verification of elevations, slopes, grades and dimensions necessary to demonstrate compliance with the Standard Drawings and Supplemental Drawings,
- Verification of potential utility conflicts or other street furnishings that may require relocation or adjustment.
- Identification of infeasibilities or constructability issues with the Standard Drawings and Supplemental drawings.

**(d) Corrective Action Plan** - Unless otherwise approved, notify the Engineer before performing corrective action. Include TPAR necessary to complete corrective action work.

At least 21 Calendar Days before concrete Structures Work is scheduled to begin, submit a corrective action plan. The corrective action plan shall address procedures to correct deficient Structures through minor corrective action or replacement according to 00759.55(a), and include:

- List of minor corrective actions that will be used to correct deficiencies, according to 00759.50 and 00759.55.
- Procedures for performing corrective action.
- Proposed concrete grinding Equipment and method of grinding.
- Proposed concrete repair Material used for resurfacing ground concrete surfaces according to Section 02015.
- Construction activities, Equipment and staging necessary to complete corrective action Work.

The Engineer will review the corrective action plan(s) and provide a response to the Contractor within 5 Days after receiving the plan. Do not begin concrete Structure Work until the corrective action plan is approved by the Engineer.

**00759.04 Preplacement Conference** - Replace this subsection, except for the subsection number and title, with the following:



## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

Before beginning any curb ramp Work, meet with the Contractor's ODOT ADA Certified supervisory personnel and any quality control personnel if applicable, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences. If the Contractor's schedule of work identifies multiple groups of curb ramp construction, as allowed by 00180.41, additional preplacement conferences may be required for each ramp group, at a mutually agreed upon time before Work begins.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference.

Add the following subsection:

**00759.23 Concrete Resurfacing Equipment** - Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

**00759.31 Qualifications** - Add the following sentence to the end of the paragraph:

Provide onsite supervisory personnel that are ODOT ADA Certified during construction of the curb ramps.

**00759.46 Concrete** - Replace this subsection, except for the subsection number and title, with the following:

Construct the Structures between suitable forms or by the extrusion method. Place concrete according to the Plans, Section 00440, and this Section.

**00759.50(a) General** - Add the following paragraphs to the end of this subsection:

Install truncated domes as shown. Place according to the manufacturer's recommendation. Install abutting truncated dome panels with no more than 1/4 inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations.

In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by the Standard Drawings and Plans. Repair or remove and replace Structures not meeting the Standard Drawings and Plans at no additional cost to the Agency.

**00759.50(c) Driveways, Walks, and Surfacing** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

**00759.50(d) Curb Ramps** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

Add the following subsection:

**00759.55 Correction of Deficient Structures** - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

**(a) Minor Corrective Action** - Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Corrective action exceeding 1 square foot per panel requires removal and replacement according to 00150.25. Perform minor corrective action according to the following:

**(1) Concrete Grinding** - Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).

**(2) Concrete Resurfacing** - Resurfacing to correct low area deficiencies is limited to 3/16 inch depth. Existing concrete is to be at least 7 Days old prior to resurfacing. Resurface repair areas according to the following:

a. **Keyway** - Sawcut a keyway at the boundaries of repair areas that are not already defined by panel control joints. Sawcut shall be 1/8 inch wide and 1/4 inch deeper than the edge of the repair area. Bevel inside edge of keyway at a 45 degree angle.

b. **Surface Preparation** - Prepare limits of repair area by grinding using Equipment from 00759.23. After grinding, sandblast the surface of the repair area. Clean the surface using a low pressure washer, less than 5,000 psi.

c. **Presoak** - Presoak the repair area for a minimum of 30 minutes to saturated surface dry. Prior to resurfacing, ensure there is no ponding water on the surface.

d. **Resurface** - Provide concrete resurfacer from the QPL according to 02015.60; refer to QPL remarks to select an appropriate material based on allowable installation depths. Furnish resurfacer in a color that closely matches the color of surrounding concrete surfaces. Mask boundaries of the repair area. Use hand tools

## Corvallis-Albany Path: Pilkington Ave To Merloy Ave

to work resurfacer into keyways and match existing grade at boundaries. Apply a light broom-finish to achieve non-slip surface.

e. **Curing and Return to Traffic** - Wet cure for a minimum of 1 hour or per the manufacturer's recommendation, whichever is more restrictive. Follow manufacturer's recommendation for return to traffic time.

(3) **ACP Grinding** - Taper grind to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.

(b) **Acceptance of Structures** - Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

### SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

### SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

### SECTION 00920 - SIGN SUPPORT FOOTINGS

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

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

The estimated quantities of concrete for minor sign supports are:

Support Type		Quantity
Structure Number	Material	Estimated Quantities
23893	Commercial Grade Concrete	6 cu. yd.
23893	Reinforcement	600 lbs.
23893	Footing Excavation	6 cu. yd.

### SECTION 00930 - METAL SIGN SUPPORTS

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

**Corvallis-Albany Path: Pilkington Ave To Merloy Ave**

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

The estimated quantities of structural steel are as follows:

<b>Item</b>	<b>Estimated Quantity (Pound)</b>
<b>Minor Sign Supports</b>	
Perforated Steel Square Tube Slip Base Sign Supports	1,000

**SECTION 00940 - SIGNS**

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

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

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

**00940.90 Payment** - Add the following paragraph to the end of this subsection:

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

**SECTION 01030 - SEEDING**

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

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

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Provide the following seed mix formulas:

- **Permanent Seed Mix No. 1:**

<b>Botanical Name (Common Name)</b>	<b>PLS Specified Rate (lb/acre)</b>
Lolium Perenne (Perennial Rygrass)	15.6
Festuca ruba ssp. Fallax (Chewings Fescue)	10
Festuca ruba (Creeping Red Fescue)	10
Argostis capillaris var highland (Highland Colonial Bentgrass)	2.8
Trifolium repens (White Clover)	1.6

\* Oregon Certified Seed

**01030.15 Mulch** - Add the following paragraphs and bullets to the end of this subsection:

Furnish mulch for seeding according to the following:

Furnish straw mulch for all temporary roadside erosion control seeding, except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, Median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

**01030.17 Pesticides** - Add the following to the end of this subsection:

Do not apply herbicides that include any herbicide carrier (i.e. solvent) other than water or vegetable oil. Utilize only the following herbicides for Project Work:

- aquatic imazapyr
- aquatic glyphosate
- aquatic triclopyr-TEA
- chlorsulfuron
- clopyralid
- imazapic
- imazapyr
- metsulfuron-methyl
- picloram
- sethoxydim

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- sulfometuron-methyl

Apply only the herbicide adjuvants described in Table 01030-1 for Project Work.

**Table 01030-1**

Adjuvant Type	Trade Name
Surfactant	Agri-Dex
Surfactant	LI 700
Drift Retardant	41-A
Drift Retardant	Vale

Add the following subsection:

**01030.42(e) Herbicide Application** - Obtain written approval from the Engineer prior to application of herbicides in sensitive areas. Apply herbicides at the lowest effective label rates. Mix herbicides a minimum of 150 feet away from natural water bodies. Wash spray tanks a minimum of 300 feet from any natural water body. Utilize a non-hazardous indicator dye during herbicide applications within 100 feet of natural water bodies. Keep spray nozzles as low as possible and utilize the largest droplet size possible in order to minimize drift. Provide documentation of wind speed and direction, air temperature, ground temperature, and date of application to the Engineer within 5 Days of broadcast herbicide applications.

Do not apply herbicides during the following conditions:

- When soil is saturated, except for soil-activated herbicides.
- Within 48 hours prior to and during a forecasted rain event of 0.5 inches or greater in a 24-hour period.
- When wind speeds exceed 10 miles per hour, or are less than 2 miles per hour.
- During temperature inversions.
- When ground temperatures exceed 80 °F.

Adhere to the adjuvant application limitations in Table 01030-2. Regulated work area (RWA) is defined in 00290.34(a).

**Table 01030-2**

Adjuvant Type	Trade Name	Limitations
Surfactant	Agri-Dex	Do not apply within RWA
Surfactant	LI 700	Do not apply within RWA
Drift Retardant	41-A	Do not apply within RWA
Drift Retardant	Vale	Do not apply within 150 feet of natural water bodies

During herbicide application, adhere to the buffer distance requirements in Table 01030-3.

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**Table 01030-3**

Herbicide	Application Buffer Width (feet)					
	Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present			Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches		
	Broadcast Spraying	Spot Spraying	Hand Selective	Broadcast Spraying	Spot Spraying	Hand Selective
Labeled for Aquatic Use						
aquatic glyphosate	100	Waterline	Waterline	50	No buffer	No buffer
aquatic imazapyr	100	15	Waterline	50	No buffer	No buffer
aquatic triclopyr-TEA	Not Allowed	15	Waterline	Not Allowed	No buffer	No buffer
Low Risk to Aquatic Organism						
Imazapic	100	15	RWA boundary	50	No buffer	No buffer
Clopyralid	100	15	RWA boundary	50	No buffer	No buffer
metsulfuron-methyl	100	15	RWA boundary	50	No buffer	No buffer
Moderate Risk to Aquatic Organism						
Imazapic	100	50	RWA boundary	50	15	RWA boundary
sulfometuron-methyl	100	50	5	50	15	RWA boundary
Chlorsulfuron	100	50	RWA boundary	50	15	RWA boundary
High Risk to Aquatic Organism						
Picloram	100	50	50	100	50	50
Sethoxydim	100	50	50	100	50	50

**SECTION 01040 - PLANTING**

Comply with Section 01040 of the Standard Specifications.

**SECTION 01050 - FENCES**

Comply with Section 01050 of the Standard Specifications.

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**SECTION 01070 - MAILBOX SUPPORTS**

Comply with Section 01070 of the Standard Specifications modified as follows:

**01070.00 Scope** - Add the following paragraph to the end of this subsection:

This Work includes removing, and installing mailboxes and supports.

Add the following subsection:

**01070.15 Mailboxes** – Use the following locking cluster mailbox, or approved equal:

- Bilhonrmailboxes.com, 8 Door Gray Florence Cluster Mailbox with Pedestal – Product #1570-8-PG

Additional requirements:

- Tenant Door Identification: Standard number plates
- Lock: 5 pin cam locks with 3 key
- Delivery Access: UPSP Prep/Postal
- Color: Postal grey

**01070.40 General** – Add the following:

Coordinate with USPS and residents for removal of existing mailboxes, installation of new mailboxes, and distribution of keys for permanent use.

**01070.80 Measurement** - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed and installed will be measured on the unit basis, regardless of type, installed in permanent locations.

**01070.90 Payment** - Add the following Pay Item to the Pay Item list:

- (d) Remove Existing Mailboxes and Supports..... Each
- (e) Install Locking Mailbox with Pedestal..... Each

Item (d) includes removing mailboxes and supports.

Item (e) includes installing locking mailbox with pedestal.

Payment will be payment in full for furnishing and placing all Materials including all fasteners, concrete footings, coordination with USPS and residence for access (keys) and permanent use. And for furnishing all Equipment, labor, and incidentals necessary to complete the Work as specified.

\*\*\* End of Special Provisions\*\*\*



EXHIBIT A – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
- Required by County  Not Required by County

**Commercial General Liability** insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
- Required by County  Not Required by County

**Automobile Liability** covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per accident.
- If this box is checked, the limits shall be \$5,000,000 per accident.
- Required by County  Not Required by County

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**Property of Others in Transit (Cargo)** covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County     Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

**Certificate holder should be: Benton County 360 SW Avery Ave., Corvallis OR 97333.** Certificates of Insurance can be faxed to 541-766-6891 or emailed to Public Works at [Randi.K.Hamlet@co.benton.or.us](mailto:Randi.K.Hamlet@co.benton.or.us)

Contractor's Acceptance: see signature page      Completed at County by: Vance M. Croney

FORM OF RETAINAGE  
(FOR PROJECTS OVER \$500,000)

BIDDER'S NAME: \_\_\_\_\_ N/A

PROJECT NAME: \_\_\_\_\_  
COUNTY PROJECT NUMBER: \_\_\_\_\_

As of January 1, 2020, Oregon Law provides three options for managing retainage for construction projects over \$500,000 in value. As contractor for the above-named project, which is over \$500,000 in value, your firm may choose to either:

- \_\_\_\_\_ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4),
- \_\_\_\_\_ (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5), or
- \_\_\_\_\_ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, *with the amount reduced by the fees charged by the escrow agent.*

If you do not choose option (a) or (b), then the default method required by the law under HB 2415 (2019) will be that the retainage goes into an escrow account as described in (c). You should be aware, however, that under option (c) it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

Please indicate the method your firm prefers for the retainage on this project by marking in the space provided next to the preferred option, and return this form to the County.

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

Printed Name, Title: \_\_\_\_\_

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

**Performance Bond**

**PERFORMANCE AND PAYMENT BOND**

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

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

as principal, and \_\_\_\_\_

duly authorized to transact surety business in Oregon, as surety, are jointly and severally held and bound unto Benton County in the sum of:

\_\_\_\_\_

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH**

That, whereas the said principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with Benton County, which Contract, together with the applicable Contract documents is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said Contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of the said Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Contract documents, and shall indemnify and save harmless Benton County, the Benton County Board of Commissioners, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by the said Contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the Contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work or any part thereof, provided for in said Contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or his subcontractors incurred in the performance of said Contract, and pay all sums of money withheld from the Contractor's employees and payable to the State Tax Commission pursuant to ORS 316; and shall pay all other just debts, dues and demands incurred in the performance of the said Contract and shall pay Benton County, such damages as may accrue to the County under said Contract and shall

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in all respects perform said Contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

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

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety attorney-in-fact

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

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

\_\_\_\_\_  
Principal

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

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