



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2017-114

Issue Date: December 14, 2017

Project Name:	Starview Lane Local Improvement		
Quote Due Date/Time:	January 25, 2018 2:00 PM		
Procurement Analyst:	Ryan Rice	Phone:	503-742-5446
		Email:	Rrice@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“RFQ 2017-114 STARVIEW LANE” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at www.clackamas.us/bids/terms.html.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is for the complete reconstruction of the Starview Lane Local Improvement District (“LID”). The location begins at the intersection of S. Creek Road and continues west for approximately 1,334 linear feet.

This Project will involve the complete reconstruction of approximately 3,400 square feet of roadway and a complete overlay of approximately 20,000 square feet of roadway. Drain pipe installation will also be included within this project.

Prequalifications

To be eligible for award under this RFQ, Quoters (prime contractors) must submit proof of Clackamas County prequalification in the Classes of **Asphalt Concrete Paving (ACP)** and **Earthwork and Drainage (EART)** to the County by the time of RFQ Closing. County will reject quotes from Quoters who are not prequalified for the class of work indicated prior to the RFQ Closing. If you are unsure of your qualification status with the County, please contact the Procurement department at 503-742-5444.

Engineers Estimate: \$55,500.00

The following items are included and incorporated within this RFQ:

- SPECIAL PROVISIONS FOR THE S. STARVIEW LANE PAVING PROJECT, Dated October, 2017.
- PLAN SHEET S. STARVIEW LANE PAVING PROJECT SHEET 1 and SHEET 2.

Key Dates

Commencement Date: Upon Issuance of Notice to Proceed ("NTP")

Substantial Completion: 90 days from NTP

Final Completion: 120 days from NTP

Prevailing Wage

Prevailing Wage Rates requirements apply to this project because the maximum compensation for all owner-contracted work is more than \$50,000. The selected contractor and all subcontractors shall comply with the provision of ORS 279C.800 through 279C.870, relative to the Prevailing Wage Rates and the required public works bond.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2017, as amended on October 1, 2017 which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD?PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon.

3. Sample Contract

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the Public Improvement Contract, with Clackamas County General Conditions dated November 1, 2017 which can be downloaded at the following address: <http://www.clackamas.us/bids/terms.html>.

No action or response to the sample contract is required under this RFQ.

Should contract total exceed \$50,000.00, performance and payment bonds will be a required part of the contract

4. Quote

Quotes should be short and concise with the following information:

- A. Not-to-exceed price to complete the project-complete attached Quote Schedule;
- B. Proof of prequalification in Asphalt Concrete Paving (ACP) and Earthwork and Drainage (EART);
- C. Clackamas County Certifications Form.

5. Evaluation

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2017-114

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110 (2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

RFQ #2017-106

Starview Lane

Bid Schedule

Clackamas County

October 10, 2017

Roadway Improvements

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PART 200 - TEMPORARY FEATURES AND APPURTENANCES						
1	00210	Mobilization	LS	1	\$ -	\$ -
2	00225	Temporary Work Zone Traffic Control, Complete	LS	1	\$ -	\$ -
PART 300 - ROADWORK						
3	00310	Removal of Structures and Obstructions	LS	1	\$ -	\$ -
4	00331	12 Inch Subgrade Stabilization	SY	10	\$ -	\$ -
5	00350	Subgrade Geotextile	SQYD	480	\$ -	\$ -
PART 400 - DRAINAGE						
6	00445	4 Inch ADS Storm Pipe, Perforated With Geotextile Sock	FOOT	20	\$ -	\$ -
7	00445	4 Inch ADS Storm Pipe	FOOT	30	\$ -	\$ -
PART 600 - BASES						
8	00641	3/4 Inch - 0 Aggregate Base	TON	170	\$ -	\$ -
10	00641	1-1/2" - 3/4" Drain Rock	TON	8	\$ -	\$ -
PART 700 - WEARING SURFACE						
11	00744	Level 2, 1/2 Inch ACP Mixture	TON	330	\$ -	\$ -
Construction Total \$						-

Company Name: _____

Company Representative: _____

Date: _____

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AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

S. STARVIEW LANE
PAVING PROJECT
CLACKAMAS COUNTY, OREGON

PROFESSIONAL OF RECORD CERTIFICATION(s):

Seal w/signature



Date Signed:

10/12/17

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision.

Section 210, 220, 225, 310, 331, 350, 405, 445, 641, 730, and 744

SPECIAL PROVISIONS

WORK TO BE DONE

S. STARVIEW LANE PAVING PROJECT, CLACKAMAS COUNTY, OREGON

The S. Starview Lane Paving Project begins at the intersection with S. Creek Rd. and continues west for approximately 1,334 linear feet. This project includes the complete reconstruction of 3,400 square feet of roadway and a complete overlay of approximately 20,000 square feet of roadway. Drain pipe installation is also included in the contract.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

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

CLASS OF PROJECT

This is a Clackamas County Project and it is not federally funded.

CLASS OF WORK

Earthwork and Drainage (EART)
Asphalt Concrete Paving (ACP)

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website (<http://www.co.clackamas.or.us/docs/code/appendixc.pdf>).

00110.10 Abbreviations

Add the following:

	CCDA -	Clackamas County Development Agency
DTD -		Clackamas County Department of Transportation and Development
LCRB -		Local Contract Review Board
	ODFW -	Oregon Department of Fish and Wildlife
	ODOT -	Oregon Department of Transportation
PCC -		Portland Cement Concrete
	UNS -	Utility Notification System
	WES -	Water Environment Services of Clackamas

County

00110.20 Definitions

Add or modify definitions as follows:

Agency – The term "Agency" shall refer to Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Agreement – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division 160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as “Notice to Award”.

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

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

Bid Documents The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2015 edition.
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, Field Directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – Synonymous with Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

Lump Sum - A method of payment providing for one allinclusive cost for the work or for a particular portion of the work.

Notice of Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the County for the purposes intended as determined by the Engineer.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and legal holidays.

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Bid Documents.

00120.01 General Bidding Requirements – Delete and replace with the following:

See Bid Documents.

00120.05 Requests for Solicitation Documents – Delete and replace with the following:

Bid documents may be obtained from the Clackamas County Purchasing Department as indicated in the Notice of Public Improvement Contract Opportunity.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Delete and replace with the following:

The County reserves the right to make necessary changes or corrections to the Bid Documents at any time prior to the opening of bids. The County will notify Bidders whose names, addresses, and electronic emails (email) appear on the Plan Holder's List, of change or corrections by electronic mail. The County may elect to notify Bidders by telephone initially and follow up with email notification. All Addenda will be posted to the Clackamas County Procurement Website (www.clackamas.us/bids).

The County is not responsible for failure of Bidders to receive notifications of changes or corrections made by the County, and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

00120.40(a) General – Delete and replace with the following:

See Instructions to Bidders, Article 6.

00120.40(d) Bidder's Address and Signature Page - Delete and replace with:

See Instructions to Bidders, Article 6.

00120.40(e) Bid Guaranty - Delete and replace with:

See Instructions to Bidders, Article 4.

00120.40(f) Disclosure of First-Tier Subcontractors - Delete and replace with:

See Instructions to Bidders, Article 16.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders, Article 8.

00120.60 Revision or Withdrawal of Bids - Delete and replace with:

See Instructions to Bidders, Article 11.

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

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders, Article 11.

00120.68 Mistakes in Bids - Add the following section:

(a) General - Clarifications to or withdrawal of a bid after bid opening because of an inadvertent mistake in the Bid requires careful consideration by the County to protect the integrity of the competitive bidding system and to assure fairness to all bidders. Bid corrections or withdrawal by reason of an inadvertent mistake is permissible, but only to the extent it is not contrary to the interest of the County or the fair treatment of other Bidders.

(b) Mistakes Discovered After Bid Closing But Before Award - This subsection

prescribes standards to be applied in situations where mistakes in Bids are discovered after the time and date set for Bid Closing, but before award.

(1) Minor Informalities - are insignificant mistakes of form that are evident from the Bid Documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other Bidders or to the County. Examples include, but are not limited to:

- Return of the number of signed Bids or the number of other documents required by the Bid Documents;
- Failure to sign the Bid Form in the designated block so long as a signature appears in the Bid Documents evidencing an intent to be bound;
- Failure to acknowledge receipt of an Addenda to the Bid Documents, but only if:
 - it is clear from the bid that the Bidder received the Addenda and intended to be bound by its terms, or;
 - the Addenda involved had a negligible effect on price, quality, quantity, or delivery.

(2) Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct Bid are clearly evident on the face of the Bid Form, or can be substantiated from accompanying documents, the County may accept the Bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.

(3) Mistakes Where Intended Correct Bid is not Evident - The County will not accept a Bid in which a mistake is clearly evident on the face of the Bid Form but the intended correct Bid is not similarly evident or cannot be substantiated from accompanying documents.

00120.70 Rejection of Bids – Delete and replace with the following:

00120.70 Rejection of Bids - A bid will be considered irregular and may be rejected if:

- The Bid Form and Bid Schedule provided is not used or is altered.
- The Bid is incomplete or incorrectly completed.
- The Bid has unauthorized additions, deletions, alternate bids, or conditions.

- A member of a joint venture and the joint venture submit bids for the same project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each erasure, change, or correction is not initialed.
- The price per unit cannot be determined.
- The Department finds that it is in the public interest to do so (ORS 279.035).
- The Bid Guaranty is insufficient or improper.
- The standard Bid Bond form is not used or is altered.
- Pre-Qualification submission requirements are not met.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the Bid Document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- A First-Tier Subcontractor Disclosure Form, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

If Clackamas County accepts a Bid and awards a contract, the County will send the successful bidder written notice of acceptance and award and three (3) copies of the Contract Booklet ready for execution. The documents will be sent within thirty (30) calendar days of the Notice of Intent to Award, or within the number of calendar days specified in the Contract Documents or written in a mutual agreement. The County will have complied with this time limit if, within the number of days specified, the notice of acceptance and Contract Booklet copies are:

- Dated and delivered by the County to the bidder before the time limit;
- Deposited through the U.S. Post Office with postage prepaid; or
- Delivered through a private delivery service with delivery charges prepaid.

00130.15 Right to Protest Award – Delete and replace with the following:

See Instructions to Bidders, Article 15.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2015 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.
- Clackamas County Standard Drawings located at www.clackamas.us/engineering/roadway.html

00130.40 Contract Bonds, Certificates, and Registrations - Delete and replace with the following:

See Instructions to Bidders.

00130.50(a) By the Bidder - Delete and replace with the following:

See Instructions to Bidders.

00130.50(b) By the Agency - Delete and replace with the first sentence with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.60(a), and received legal sufficiency approval from County Counsel, the Agency will execute the Contract.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the Bid Opening.

END OF SECTION

SECTION 00140 – SCOPE OF WORK

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

00140.30 Agency-Required Changes in the Work – Delete and replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.70(c) Consideration of Proposal - Add the following to the end of this paragraph:

Cost Reduction Proposals will not be considered during the bidding process.

END OF SECTION

SECTION 00150 – CONTROL OF WORK

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

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

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

00160.20 Preferences for Materials – Add "Federal highway funds are NOT involved on this Project."

END OF SECTION

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70 Insurance - Delete and replace with the following:

See Instructions to Bidders.

Add the following as Additional Insured's under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

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

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

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

00180.06 Assignment of Funds Due Under the Contract Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 24-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

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:

Limitations	Subsection
Contract Completion Time	00180.50(h)
Limited Duration Road Closure	00220.40(f)
Noise Control	00290.32

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following:

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.

- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.

A representative of each subcontractor shall be required to attend the preconstruction conference.

00180.43 Commencement and Performance of Work Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.50(h) Contract Time – The Contractor shall complete all Work to be done under the Contract before the elapse of 21 Calendar Days and no later than March 31, 2018. Reasonable allowances for bad weather will be made.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site work as defined in 00110.20.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following:

Complete all Contract work per 00220.40(f) requirements. The daily amount of liquidated damages for failing to meet this time requirement will be \$100.

Complete all Contract Work per 00180.50(h). The daily amount of liquidated damages for failing to meet this time requirement will be \$100.

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 Contractor to Provide Vehicle Weigh Scales: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

END OF SECTION

SECTION 00195 – PAYMENT

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

00195.10 Payment for Changes in Material Costs Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.50 Progress Payments and Retained Amounts Modify as follows:

00195.50 (b) Retainage Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract..

00195.50(d) Reduction of Retainage – Add the following bullet item:

- When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

END OF SECTION

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

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

The Contractor must properly submit a claim as detailed in 00199.30.

00199.40 Claim Review Procedure - Delete the entire section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The County intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

If the Contractor does not accept the Project Managers decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of 45 days following the mailing of the decision or within 45 days following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said 45 day period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END OF SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(f) Limited Duration Road Closure -

General Closure

Starview Lane is a dead-end road and emergency vehicle access must be available at all times.

Starview Lane may be closed within the project limits to all traffic except delivery vehicles, garbage service, recycling service and emergency vehicles for the following time periods only.

- 8:00 am to 10:00 am
- 10:15 am to 12:00 pm
- 12:30 pm to 2:30 pm
- 2:45 pm to 4:30 pm

Note: USPS typically delivers after 2:30 pm. Garbage and recycling pick-up occurs throughout the day on Mondays.

Paving Closure

Starview Lane may be closed within the project limits to all traffic except emergency vehicles while paving. Paving will be permitted for no more than three (3) days total and for the following time periods only. This period includes cooling time.

- 8:00 am to 5:00 pm

Paving is not allowed on Mondays due to garbage and recycling collection.

The Contractor must deliver the project paving closure schedule to the County Project Manager, all impacted property owners and local post-office at least 72 hours prior to start.

END OF SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.42(a) Barricades - Add the following:

- Type III Barricades with "ROAD CLOSED" sign shall be placed at each end of the project limits for time periods allowed per 00220.40(f).
- This is a Public Road and not subject to the additional signage requirements as shown in the Standard Specifications.

END OF SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.00 Scope - Add the following:

This work shall include:

- The removal and haul-off of existing asphalt, earth material and rock as required to reconstruct road sections as described in the project scope and specifications. There will be no separate payment for this work.
- The sawcutting of existing asphalt as required and per the standard specifications. Assume 400+/- linear feet. There will be no separate payment for sawcutting of asphalt.

00310.91 Lump Sum Basis – This work will be paid on a lump sum basis.

END OF SECTION

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

END OF SECTION

SECTION 00350 - GEOSYNTHETIC INSTALLATION

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

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

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

Geotextile	Certification	
	Level A	Level B
Subgrade		X

END OF SECTION

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications, modified as follows:

00405.46(c)(1) General – Replace the sentence beginning "Use Class B backfill..." with the following:

00405.46(c)(1) General – Use 3/4"-0 backfill around solid pipe and above drain rock surrounding perforated pipe. Use drain rock in the pipe zone (surrounding and 6" above perforated pipe), where perforated pipe is installed. Place non-woven fabric to separate drain rock from the remainder of the 3/4"-0 trench backfill material.

END OF SECTION

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

Comply with Section 00445 of the Standard Specifications, modified as follows.

00445.11 Materials - Modify as follows:

Storm pipe smaller than 12" diameter shall be ADS N12WT IB corrugated polyethylene meeting AASHTO M252 or approved equal.

Perforated pipe shall meet AASHTO Class II perforation patterns and have a geotextile sock for the perforated length.

00445.80 Measurement – Modify as follows:

00445.80(a) Pipes - In the length bullet, add ", to the nearest foot" after the word "applicable".

00445.80(a) Depth – Delete this subsection. There will be no measurement for pipe depth. Contractor should assume minimum 24" cover.

00445.91 Payment - The accepted quantities of pipe and related work items performed under this Section will be paid for at the Contract unit price, per the unit of measurement, for the following item:

Pay Item	Unit of Measurement
4 Inch ADS Storm Pipe, Perforated with Geotextile Sock	Foot
4 Inch ADS Storm Pipe	Foot

Payment will be payment in full for furnishing perforated pipe and sock and drain pipe, placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for trench excavation and haul-off.

Pipe zone material and trench backfill will be paid at the unit (ton) prices.

END OF SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

00641.00 Scope – Add the following to the end of the section:

This work may include some shoulder reconstruction as required to rebuild the road section in areas shown on the plan drawings. Assume 5-10 tons of 3/4" aggregate base for this work.

00641.90 Payment – Add the following to the end of the section:

Item (c), 3/4" Aggregate Base pay items may include placement of up to 10 tons to restore shoulders as directed by Engineer. This work will be paid on the unit basis (ton) as shown and without additional payment.

Item (c), 1-1/2" – 3/4" Drain Rock to be washed crushed rock, placed as shown on Sheet 2.

END OF SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

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

No separate or additional payment will be made for emulsified asphalt tack coat.

END OF SECTION

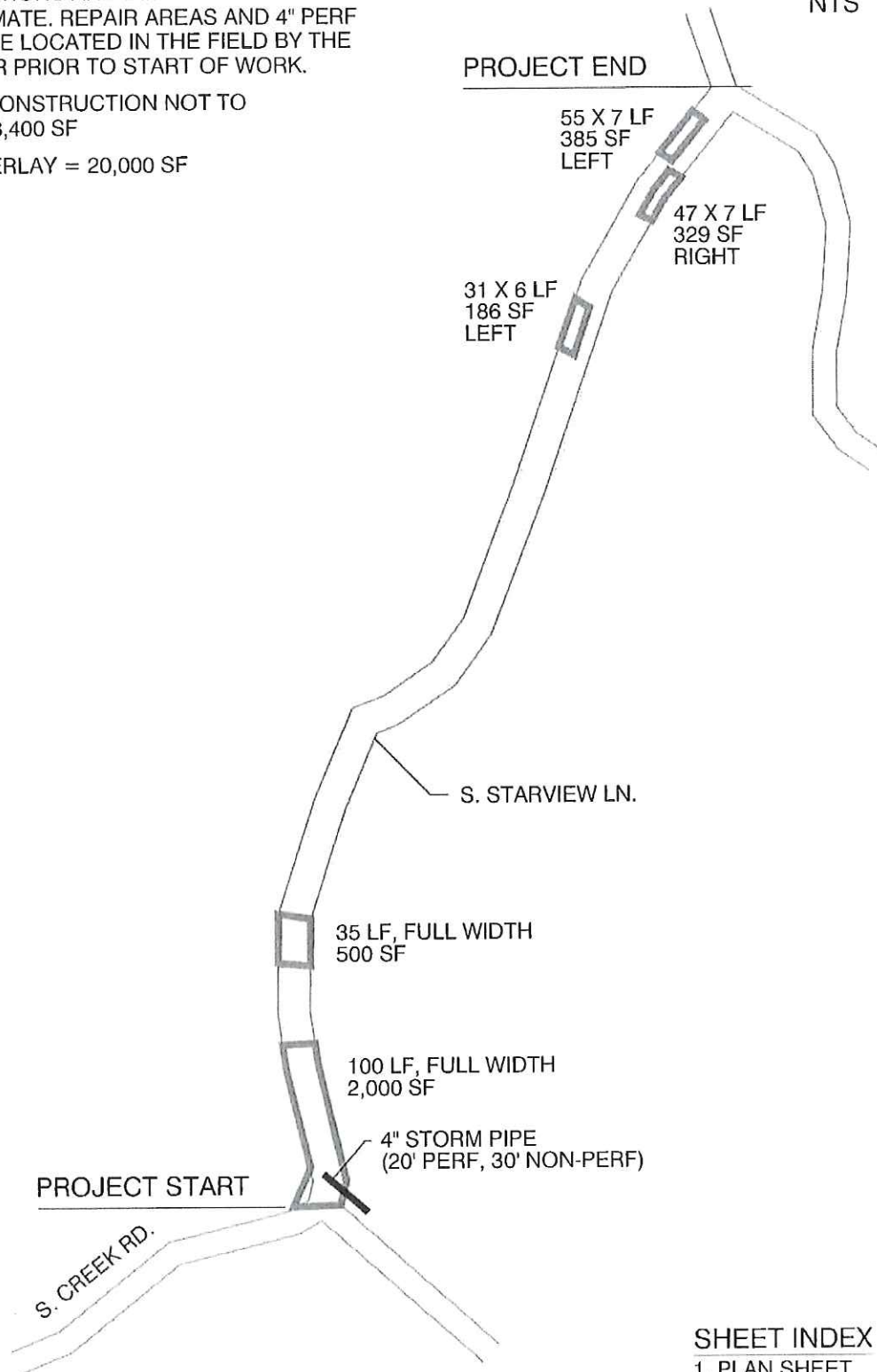
SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications.

END OF SECTION

NOTES:

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE. REPAIR AREAS AND 4" PERF PIPE TO BE LOCATED IN THE FIELD BY THE ENGINEER PRIOR TO START OF WORK.
2. FULL RECONSTRUCTION NOT TO EXCEED 3,400 SF
3. 2" AC OVERLAY = 20,000 SF



SHEET INDEX

1. PLAN SHEET
2. SECTIONS AND DETAIL

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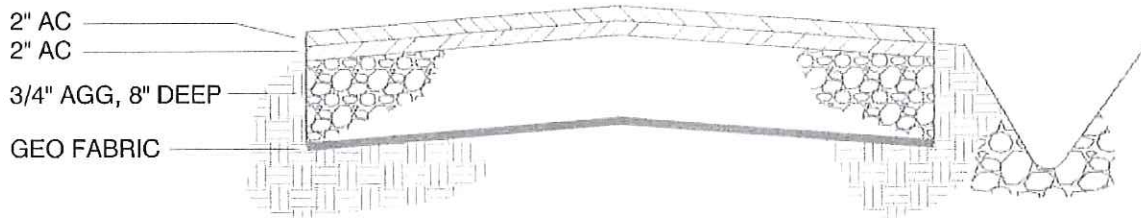
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DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

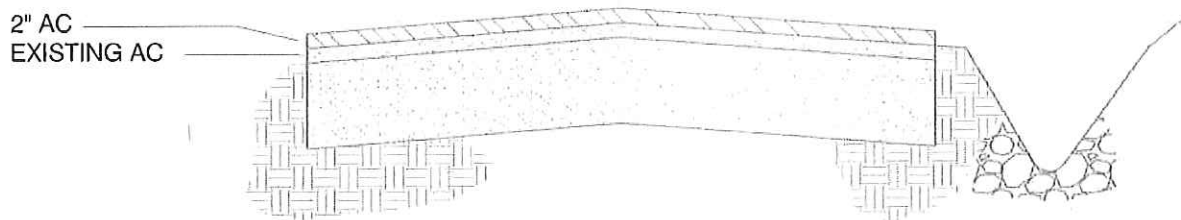


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PLAN SHEET
S. STARVIEW LANE
PAVING PROJECT

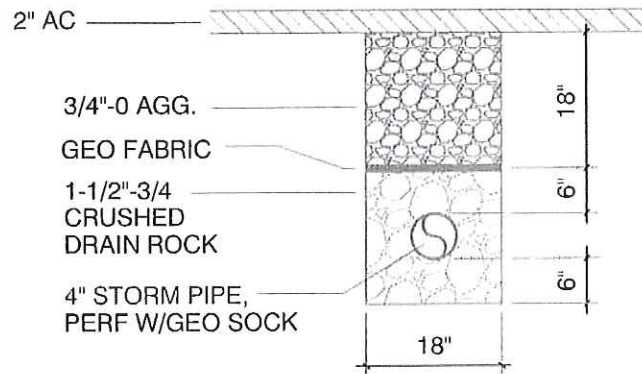
SHEET
1



TYPICAL ROAD SECTION
FULL RECONSTRUCTION
NTS



TYPICAL ROAD SECTION
OVERLAY ONLY
NTS



TRENCH AND BACKFILL
NTS

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OREGON CITY, OR 97045



10/10/17 SCALE: N.T.S.
SECTIONS AND DETAILS
S. STARVIEW LANE
PAVING PROJECT

SHEET
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