

# Linn County Road Department Certified Agency Manual

## Section 7

### **Phase V - Construction Advertising, Bid and Award**

## ADVERTISE, BID & AWARD PROCEDURES FOR FEDERAL AID PROJECTS

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

Project No.: \_\_\_\_\_

Key No.: \_\_\_\_\_

Federal Aid No.: \_\_\_\_\_

**Legend:** F= File PM= Project Manager C= Contractor OM= Office Manager DBE= Disadvantaged Business Enterprise  
 CE = County Engineer CR = County Roadmaster CC = County Commissioners L= Local Liason OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		CE, PM	OM	<b>Advertising</b>
		OM	CE, CR, CC	Select and Schedule Advertisement and Bid Opening Date (After Approval of PS&E and Notice to Proceed)
		PM	OM	Request Approval for Advertisement and Bid Opening Date
		OM	F, PM	Submit Bid Advertisement (3 days prior to proposed bid advertisement date)
		PM	F	Submit Bid Advertisement to newspaper and Daily Journal of Commerce
		PM	F, L	Place Bid Booklet (Contract Specifications and Plans) on County Website
		OM	F, PM	Addendum posted to website (if applicable)
				Retain Advertised Bid Ad for records (Affidavit of Publication)
				- DJC (503) 226-1311
				- ADH (541) 812-6126, Pam Burrignt

**Bid Opening**

		PM	CE, F	1	Create Contractor bid fill-in form to distribute at Bid opening
		CE	F	2	Open Bids at Commissioner's Public Meeting
		CE, PM	CC	3	Make copies of all bids at the Clerk's office before leaving Courthouse. (originals stay with Clerk except original bonds)
		C	CC	4	Submit First-Tier Subcontractor Disclosure at day of bid opening
		PM	F, OM	5	Distribute copies of Bids and First Tier Subcontractor Disclosure form
		PM, CE		6	Bid Analysis (LAG Sec C chapter 15 pages 25-28)
					- DBE Commitment Certification and Utilization Form, Form 734-2785
					- Subcontractor Solicitation and Utilization Form, Form 734-2721
					- First-Tier Subcontractor Disclosure Form
		PM	F, OCR	7	Fill out and Submit DBE Commitment Certification and Utilization Form, Form 734-2785 (submitted with bid)
		PM	F, L	8	Create Bid Tabulation and post to County website -**DO NOT INCLUDE ENGINEER'S ESTIMATE**
		PM	F, L, OCR	9	Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	10	Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	PM	11	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)

	PM	F, DBE	12	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)	
<b>Legend:</b>	F= File	PM= Project Manager	C= Contractor	OM= Office Manager	DBE= Disadvantaged Business Enterprise
	CE = County Engineer	CR = County Roadmaster	CC = County Commissioners	L= Local Liason	OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
				<b>Bid Opening Cont.</b>	
		DBE	F, PM	13	Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)
		CE	C, PM, OM	14	Send all bidders "Intent to Award" Letter (00130.10). Include W-9 form to low bidder
		PM	F, L	15	Distribute "Intent to Award" Letters

<b>Awarding Contract</b>					
		PM	F	1	Notice of "Intent to Award" posted on website
		CE	F, PM, CR, CC	2	Request for Approval of Recommendation to Award Contract to be put on Commissioners' docket
		CE	C, OM	3	Send Award Letter and Contracts to be signed within 30 days of bid opening
		PM	F, L, OCR	4	Submit copy of Award Letter (both LAL's)
		PM	F, L	5	Send 8 copies of Contract Documents (Final Plans and Specs) to Construction LAL(at award letter)
		PM	F, OCR	6	Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		DBE	PM, C, CE	7	email Pre-construction packet (Within 3 days of receiving the Award Letter)
		C	OM	8	Submit required number of bid booklets with originals (within 15 days after contract booklets sent) (00130.50(a))

					- Performance and Payment Bond
					- Certificates of Workers Compensation Coverage
		C	F, PM, OM	9	Submit Tax Identification number, W-9 Form (SP00130.40(e))
		CE	F, PM, L	10	Submit Quality Assurance & Contract Admin Plan, QACAP, Form 734-2857 (7 days before Notice to Proceed)
		OM	CR, CC	11	Schedule Awarded Contract to be signed by Commissioners
		C	F, PM, OM	12	Submit certificates of insurance (00130.40(b) - see 00170.70)

					- Commercial General Liability
					- Commercial Automobile Liability
					- Additional Insured
		CE	F, PM, C, OM	13	Send fully executed contract booklet (00130.50(b)) (within 7 days of receiving required documents)
		CE	F, L	14	Request ODOT Cost Estimate for Construction Engineering Services
		CE	F, L	15	Prepare and Submit PAGE
		L	F, CE	16	Submit approved of PAGE

		CE	C	17	Send Notice to Proceed Letter with executed contracts (Within 5 days of Executed Contract) (00130.90)
		CE	F, L, OM, OCR	18	Distribute Notice to Proceed Letter
		OM	F, PM	19	Send BOLI payment (SP00170.67)
		C	F, PM	20	Certificate of Employee Drug Testing Program Form (170.74) (Furnish if requested by PM)
		PM	F, L, DBE	21	Submit Responsible Bidder Determination Form (with CCB at <a href="https://ccb.ed.state.or.us/ccb_frames/responsible_bidders">https://ccb.ed.state.or.us/ccb_frames/responsible_bidders</a> )

## BID ADVERTISEMENT AND INVITATION TO BID

Linn County is soliciting Bids for the  
**Insert Project Name**

The work includes the following:

*Modify the following list by adding or deleting items (Delete this sentence):*

- 1) Remove existing structure
- 2) Construct new bridge
- 3) Install guardrail
- 4) Construct roadway
- 5) Asphalt concrete paving
- 6) Install pavement markings and signing
- 7) Install stormwater quality facility
- 8) Perform additional and incidental Work as called for by the Specifications and Plans.

This solicitation is for a public works project subject to ORS 279C.800 to 279C.870 or if applicable the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 U.S.C. 3141 Et Seq.).

All projects have minimum wage rate requirements. Federally funded projects, except Local Road and Rural Minor Collector projects, are subject to the "General Wage Determination issued under the Davis-Bacon and related acts from the U.S. Secretary of Labor," unless a higher wage rate and fringe benefits are required according to ORS279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Contracts in Oregon subject to both the State PWR and Federal Davis-Bacon Act." "Determinations" and BOLI's "Prevailing Wages Rates for Public Works Contracts in Oregon subject to both the State PWR and Federal Davis-Bacon Act" wage are available on the web at [www.oregon.gov/BOLI/WHD/PWR](http://www.oregon.gov/BOLI/WHD/PWR). State funded projects and Federally-Funded Local Road and Rural Minor Collector projects are subject to BOLI's "Prevailing Wage Rates for Public Works Contracts in Oregon."

All Federally Funded projects have "BUY AMERICA" requirements.

The Agency is an Equal Opportunity and Affirmative Action Employer. The policy of the Agency is to provide equal opportunity for participation in its contracting activities to all persons and firms in compliance with applicable Federal and State Laws, rules, and regulations.

Linn County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252,42 U.S.C. 2000d to 200-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

**This project contains a **Insert Goal** % DBE Goal.**

The date and time after which bids will not be received is **Insert Day, Date, at time am, PDT.**

Pre-qualification with ODOT and Linn County is required. Pursuant to ORS 279C.430 pre-qualification applications must be filed with ODOT at least ten (10) days prior to the bid opening date. A copy of the ODOT letter of prequalification approval must be submitted to the Linn County Engineer prior to the bid opening, if not already on file with Linn County. All bidders (prime contractors) must be qualified within the appropriate class(es) of work stated in the Contract Specifications for this project. The Agency will reject bids from bidders who are not prequalified for the class(es) of work indicated.

The Specifications for the "Insert Project Name" project may be reviewed at 3010 Ferry Street SW, Albany, Oregon 97322. The Specifications may also be reviewed at the Willamette Valley Plan Center, the Oregon Contractor Plan Center, Daily Journal of Commerce, and the Linn County Road Department web site: [www.co.linn.or.us/roads/roads.asp](http://www.co.linn.or.us/roads/roads.asp).

The name and title of the person designated for receipt of Bids is Ralph Wyatt, County Administrative Officer. The Bids must be sealed and must be mailed or delivered to that person in the Linn County Courthouse at the following address: Board of Commissioners, 300 Fourth Avenue SW, Room 201, Albany, OR 97321. The outside of the Bid package shall plainly state the following: "Bid for Insert Project Name; Day, Date, at time am, PDT; [Bidder's name and address]."

The date, time, and place that the public contracting agency will publicly open the Bids Insert Day, Date, at approximately Insert time am, at the Linn County Courthouse, 300 Fourth SW, Room 200, Albany, OR 97321. Linn County may reject any Bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any or all Bids upon a finding of the agency that it is in the public interest to do so. No Bid for this construction contract shall be received or considered by Linn County unless the Bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board.

Published: *Daily Journal of Commerce*, on Insert Date  
*Albany Democrat Herald*, on Insert Date

**BID BOOKLET  
FOR BRIDGE CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT  
LINN COUNTY, OREGON**

**BRIDGE AND ROADWAY**

**HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE**

**UPPER BERLIN DRIVE**

**LINN COUNTY**

**JULY 9, 2013**

**CLASS OF PROJECT FEDERAL AID NO. BRO-C043 (026)**

**CLASS OF WORK BRIDGES AND STRUCTURES**

**BID OF \_\_\_\_\_**

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**DESCRIPTION OF WORK**

Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013

**TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)**

Bid Closing for the work described above will be 9:30:00 a.m. on the 9th day of July, 2013.

Bids shall be submitted to:

Ralph Wyatt, County Administrative Officer  
Linn County Courthouse  
300 Fourth Avenue S.W., Room 201  
Albany, Oregon 97321

Contractor shall submit bids no later than the indicated time and date of Bid Closing.

Bids, Bid modifications, and Bid withdrawals will not be accepted after the indicated time and date of Bid Closing.

**PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)**

Bid Opening for the work described above will be opened and read at the Linn County Courthouse, Board of Commissioners, 300 Fourth Avenue S.W., Room 201, Albany, Oregon, beginning at approximately 9:35:00 a.m. on the day of Bid Closing.

**COMPLETION TIME LIMIT**

Complete all Work to be done under the Contract not later than **November 30, 2013**.

**CLASS OF PROJECT**

This is a **Federal-Aid** Project.

**CLASS OF WORK**

The Class of Work for this Project is: **Bridges and Structures**.

**APPLICABLE SPECIAL PROVISIONS**

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the place, time, and date stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

**SPECIAL PROVISIONS  
FOR BRIDGE CONSTRUCTION**

**LINN COUNTY ROAD DEPARTMENT  
LINN COUNTY, OREGON**



**BRIDGE AND ROADWAY  
HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE  
UPPER BERLIN DRIVE  
LINN COUNTY  
JULY 9, 2013**

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**DESCRIPTION OF WORK**

Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013

**TIME AND PLACE OF RECEIVING BIDS (BID CLOSING)**

Bids for the work described above will be opened and read at the Linn County Courthouse, Board of Commissioners, 300 Fourth Avenue S.W., Room 201, Albany, Oregon, beginning at approximately 9:35:00 a.m. on the day of Bid Closing.

**START DATE**

No work included in this contract shall begin prior to the Preconstruction Meeting. Other Job Site Restrictions may apply as shown in Section 130.80 of these Specifications.

**COMPLETION TIME LIMIT**

Complete all Work to be done under the Contract, except for seeding establishment, not later than **November 30, 2013**.

**CLASS OF PROJECT**

This is a **Federal-Aid** Project.

**CLASS OF WORK**

The Class of Work for this Project is **Bridges and Structures**.

**PROJECT INFORMATION**

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

Daineal Malone, P.E., Project Manager, Linn County Road Department,  
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.  
Email: dmalone@co.linn.or.us

Kevin Groom, P.E., Project Engineer, Linn County Road Department,  
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.  
Email: kgroom@co.linn.or.us

Chuck Knoll, P.E., Linn County Engineer, Linn County Road Department,  
3010 Ferry Street, S.W., Albany, Oregon 97322; Phone 541-967-3919, FAX 541-924-0202.  
Email: cknoll@co.linn.or.us

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

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**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS**

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

"Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

### **A. AFFIRMATIVE ACTION REQUIREMENTS**

#### **Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Goal and Timetable for Female Utilization Statewide**

<b>Timetable</b>	<b>Goal (Percent)</b>
From Apr. 1, 1980 until further notice.....	6.9

## Goals for Minority Utilization by County

### Goal (Percent)

Clackamas, Multnomah, and Washington Counties....	4.5
Marion and Polk Counties .....	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties .....	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties .....	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties .....	3.6
Harney and Malheur Counties.....	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**2.** The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

**3.** As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

## **B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

### **1. As used in these specifications:**

**a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;

**b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

**c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

**d.** "Minority" includes:

**(i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

**(ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

**(iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

**(iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**2.** Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

**3.** A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

**4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices maybe obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

**5.** Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

**6.** In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

**7.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

**a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

**b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

**c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

**d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

**e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

**f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

**g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

**i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

**j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

**k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

**l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

**m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

**n.** Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

**o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

**p.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

**9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

**10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

**11.** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

**13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

**14.** The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

**15.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**16.** The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

## **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

As used in these provisions, "Engineer" means the Chief Engineer of the Oregon Department of Transportation acting either directly or through authorized representatives. "Good Faith Efforts" means "affirmative action measures designed to implement the established objectives of an Affirmative Action Plan" 23 CFR 230.407(o).

Section 140 of Title 23, United States Code, EQUAL EMPLOYMENT OPPORTUNITY, as in effect on May 1, 1982, is incorporated by this reference and made a part of these provisions.

### **Written Notification**

The Contractor shall provide written notification to the Engineer within two weeks of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

In addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements For Women and Minorities on Federal-Aid Contracts" the Contractor shall provide immediate written notification to the Engineer when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations.

### **Monthly Report**

The Contractor and each Subcontractor (\$10,000 or more) shall electronically submit to the Engineer a "Monthly Employment Utilization Report" (MEUR), Form 731-0668, by the 5th of each month. The electronic form is available at:

[http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml#WDP\\_Form](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml#WDP_Form)

### **Annual Report**

Each July for the duration of the Project, Contracts in the amount of \$10,000 or more and on each Subcontract, not including material suppliers, in the amount of \$10,000 or more, the Contractor and each Subcontractor shall submit Form PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

PURSUANT TO 23 CFR PART 230, SUBPART D, THE STATE HIGHWAY AGENCY HAS A RESPONSIBILITY TO ASSURE COMPLIANCE BY CONTRACTORS WITH THE REQUIREMENTS OF FEDERAL-AID CONSTRUCTION CONTRACTS, 23 CFR 230.405(b). THEREFORE, THE STATE HIGHWAY AGENCY HAS THE FOLLOWING OBLIGATIONS CONCERNING MONITORING AND COMPLIANCE, INCLUDING SHOW CAUSE NOTICE REQUIREMENTS.

### **Monitoring and Compliance**

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review MEUR Form 731-0668 with the Contractor's Equal Employment Opportunity (EEO) Officer and quarterly reviews of the Contractor's Good Faith Efforts as outlined in FHWA 1273.

The Agency shall determine the Contractor's compliance with equal opportunity requirements including:

- Non-discrimination in selection and retention of subcontractors, material suppliers and vendors;
- Maintenance of nonsegregated facilities;
- Adequate representation and utilization of minorities (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

If the Agency or the FHWA becomes aware of any possible violations of Executive Order 11246 or 41 CFR 60, each has the authority and the responsibility to notify the Office of Federal Contract Compliance Programs. The Contractor has the responsibility to meet all the craft goals set forth in the applicable "Covered Area" of "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", or can demonstrate Good Faith Efforts to meet these goals (as specified in paragraphs 7a through 7p of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts").

### **Show Cause Notice**

If an investigation or review reveals that a Contractor or Subcontractor has not complied with these Special Provisions, the Agency shall issue a show cause notice to initiate efforts to bring the Contractor or Subcontractor into compliance. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 Calendar Days why the Agency shall not impose administrative

sanctions. Within 30 Calendar Days the Contractor or Subcontractor must show good cause or must provide an acceptable agreement for corrective action.

If the Contractor or Subcontractor does not provide this information by the end of the 30 Calendar Days, the Engineer shall withhold all project progress payments in process as of the date the show cause notice was issued and will continue to withhold project progress payments until the Contractor or Subcontractor responds in an acceptable manner. If the Contractor or Subcontractor fails to meet the conditions of the corrective action agreement, no further show cause notice is required; the Agency shall immediately initiate enforcement proceedings.

If a Contractor's prequalification certification is revoked or disqualified because the Contractor has been found on at least two occasions to be in breach of these EEO Provisions of Federal-Aid highway construction contracts, the Contractor must be determined to be in compliance with these EEO Provisions prior to the Contractor's prequalification certificate being reinstated.

## **EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS**

See the EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS incorporated in this Contract for notifying the Engineer, monthly and annual reporting, monitoring, and compliance.

### **Aspirational Diversity Targets**

**ODOT Aspirational Diversity Targets** - While Aspirational Diversity Targets are not requirements for this Contract and are not binding on the Contractor, ODOT desires to encourage the highest possible participation of minorities and women in the work force. Therefore, ODOT has established aspirational targets on all federally funded Projects:

#### **Covered Areas**

<b>Area</b>	<b>Aspirational</b>
ODOT Region 1	Women 14% - Minority 20%
ODOT Region 2, 3, 4, & 5	Women 14% - Minority 14%

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

**01.00 DBE Policy and Authorities:**

**(a) DBE Policy, Required Assurance, and Applicability** - As required by 49 CFR Part 26, the Oregon Department of Transportation (ODOT) and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

**(1) DBE Policy** - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR 26 apply to this agreement.

**(2) DBE Required Assurance** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**(3) DBE Applicability** - This applies to all public improvement projects financed in whole or in part with federal funds received from FHWA, FTA and FAA through the ODOT. The ODOT and its contractors shall conform to all applicable civil rights laws, orders, and regulations. ODOT and its contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical disability, political affiliation, or marital status in the award and performance of ODOT contracts.

**(b) Authorities** - These Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions are authorized by the following laws, rules, regulations and guidelines, which, in conjunction with any pertinent policy memoranda or procedures issued by the FHWA, all of which are incorporated by reference into the provisions, govern the ODOT's administration of the DBE Program.

The USDOT Regulations (49 CFR Part 26) published in the Federal Register, effective March 4, 1999, established a requirement that all recipients of USDOT funds establish a DBE Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.

Title VI, Civil Rights Act of 1964. This Act concerns non-discrimination in federally assisted programs or activities on the grounds of race, color, sex or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

Oregon Revised Statutes, Chapters 200 and 279.

Oregon Administrative Rules, Chapter 121, Division 50, MBE/WBE Certification.

The Contractor agrees that these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions (including all references) shall be incorporated into all subcontracts, regardless of tier, describing the work to be performed by DBE firms on this project.

**02.00 Abbreviations and Definitions** - Abbreviations and definitions of words and phrases used in connection with the DBE Program are as follows:

**AFDBE** - African American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

**FAA** - Federal Aviation Administration

**FHWA** - Federal Highway Administration

**FTA** - Federal Transit Administration

**ODOT** - Oregon Department of Transportation

**OMWESB** - The Office of Minority, Women and Emerging Small Business, which is authorized to certify DBE firms according to federal regulations.

**USDOT** - United States Department of Transportation

**SADBE** - Subcontinent Asian American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

**Broker** - A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract.

**Certified Disadvantaged Business Enterprise** - A business firm certified by the OMWESB, indicating that it:

- Meets the criteria outlined in 49 CFR 26 regarding certification as a DBE; and
- Possesses the required resources and expertise to perform designated types of work.

**Commercially Useful Function** - Commercially useful function is defined as follows:

49 CFR 26.55(c) defines commercial useful function as: *a DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.* To determine whether a DBE is performing a commercially useful function, the recipient or Contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

**Commodity Codes** - Codes assigned by the OMWESB to indicate the standard types of work the DBE provides.

**Contractor's DBE Liaison Officer** - The individual designated by the Contractor to assist the Contractor in meeting the Contractor's responsibility of compliance with the legal requirements of the DBE program and with the contractual obligations imposed by these supplementary provisions including but not limited to assuring that the DBE subcontractors on this project perform a commercially useful function.

**Contractor/Subcontractor** - A licensed business participating in a contract, subcontract, or other agreement which ODOT has awarded or to which ODOT has consented.

**DBE Directory of Certified Firms** - A publication (available in paper, disk copies, or Internet) listing all Disadvantaged Business Enterprises which are currently certified by the OMWESB. The Directory is provided to the Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE participation goal.

**DBE Eligibility** - A firm is eligible to participate as a Disadvantaged Business if it meets the criteria as established by regulation and enforced by the certifying agency. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

**Equipment** - All machinery, tools, and apparatus needed to complete the contract.

**Federal-Aid Contract** - Any contract including consultant agreements or modifications of a contract between ODOT and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

**Goal** - An assigned numerical percentage value of the total dollar amount of a contract award for DBE participation which, based on the waiver granted by the United States

Secretary of Transportation, dated August 20, 2012, allowing group specific goals, is allocated solely for AFDDBE and SADDBE participation.

**Good Faith Efforts** - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the contract goal. Good faith efforts are required before bid opening, upon contract award, and continue throughout the performance of the contract to maximize DBE participation.

**Joint Venture (DBE)** - An ODOT certified enterprise consisting of two or more businesses formed to jointly carry out a single highway construction project, one or more of which is a certified DBE (see Section 8.00).

**Managerial Control** - Consistent with normal industry practice, management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

**Manufacturer** - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

**Operational Control** - Consistent with normal industry practice, the DBE shall supervise the daily operations of the work contracted. There are only two acceptable ways for the DBE to supervise the daily operations. The DBE owner may act as superintendent and directly supervise the work or a skilled and knowledgeable superintendent employed by and paid wages by the DBE shall directly supervise the work. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm.

**Regular Dealer** - A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the DBE firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

**Subcontract** - A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present:

- Compensation for performance of work is on a unit price or lump sum basis.
- The subcontractor exercises full control and authority over the subcontracted work, including the furnishing of labor and equipment and choice of work methods, with only general supervision being exercised by the prime Contractor.
- Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.
- The ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists.

**Type of Work** - Specific descriptions of work which the DBE is certified in the DBE Directory as having the expertise and resources necessary to perform.

**03.00 Assigned Contract Goal** - In order to increase AFDBE and SADBE participation on ODOT contracts, the project is assigned a DBE goal for AFDBE and SADBE participation. The Contractor is required to select a portion of work available on the project for AFDBE and SADBE participation. The Contractor may use AFDBE or SADBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the goal as long as the AFDBE or SADBE is certified in the types of work selected. The contract goal on the project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the goal based on AFDBE and SADBE gross earnings.

(According to 49 CFR 26.87(j)(2), if a prime Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the prime Contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE contract goal for the firm's work. If the ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the contract goal. 49 CFR 26.87(j)(3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the ODOT may continue to count its participation on the contract toward overall and contract goals.)

In determining whether an AFDBE or SADBE prime Contractor has met a contract goal, only the work the AFDBE or SADBE has committed with its own forces as well as the type of work that it has committed to be performed by AFDBE or SADBE subcontractors or suppliers will be counted.

(According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to bid opening, for the type of work it is intending to perform on a given contract, then the firm's participation on that contract cannot count toward DBE contract or overall goals.)

The goal for the project is listed on the "Assigned DBE Contract Goal" sheet at the end of these provisions.

These Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions concerning the use of DBEs will apply equally to AFDBEs and SADBEs committed to meet the DBE goal for AFDBE and SADBE participation, as well as to other committed DBEs. References to DBE contractors and to DBE subcontractors throughout the provisions shall apply to such committed DBEs, and AFDBEs, and SADBEs.

#### **04.00 Subcontracting Limitations:**

**(a) DBE Subcontractors** - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The prime Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the prime Contractor may be declared in default and the contract could be terminated according to the Oregon Standard Specifications for Construction subsection 00180.90(a).

**(b) Second Tier DBE Subcontracts** - Second tier DBE subcontracts may be counted toward the prime Contractor's DBE goal provided it was listed in the original DBE commitment prior to bid award.

**05.00 DBE Subcontract and Sub-Subcontract Documents** - All work committed to DBE firms toward meeting the assigned participation goal and as a condition of contract award, including work to be performed by DBE firms substituting for DBE firms committed as a condition of contract award, shall be performed under a written subcontract agreement, regardless of the description of work to be performed by either the committed or substituting DBE firm. The subcontract agreement shall fully describe any partial bid item work committed to be performed by DBE firms.

According to Oregon Standard Specifications for Construction subsection 00180.21, the Contractor shall submit written request for consent from ODOT to subcontract any portion of the work at any tier, using form 734-1964, "Contractor's Request for Subcontract Consent," available from the Project Manager. Written consent for the subcontract shall be obtained before the subcontractor is allowed to commence any work on the project.

**06.00 Good Faith Efforts Requirements** - The Contractor is required to exercise good faith efforts during the entire life of the contract to meet the assigned goal and to maximize DBE participation and performance on the contract. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

The Contractor shall make good faith efforts to replace with another DBE, a DBE who is unable or unwilling to perform, unable to perform a commercially useful function, or has changed its ownership and/or control. Section 10.00 discusses the procedures that shall be followed to terminate a committed DBE and replace the firm with a substitute.

The Project Manager may request the Contractor to submit evidence of Good Faith Efforts at any time during the course of the contract and the Contractor shall promptly submit such evidence.

**07.00 DBE Work Plan Proposal Form** - The DBE Work Plan Proposal Form shall be completed by all DBE firms participating as subcontractors. The form is available by contacting the Office of Civil Rights at 503-986-4350. The form is also included in the Contractor's Pre-construction Conference Packet.

DBE firms shall submit their Work Plan Proposal Form to the Contractor in time for the Contractor to deliver same to the Project Manager at the pre-construction conference. The DBE Work Plan Proposal specifically solicits information regarding the following:

**(a) Type of Work** - List the types of work the DBE will perform.

**(b) Personnel Required** - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.

**(c) Equipment Required** - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from ODOT prior to beginning of the work.

**(d) Supplies and Materials Required** - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained.

**(e) Prime Contractor Resources** - Discuss any plans for the DBE to share any resources of the prime Contractor, e.g. personnel, equipment, tools, or facilities.

**(f) Additional Information** - Provide comments or explanation of any of the information provided above.

The DBE Field Coordinator and Project Manager will review the proposals and provide written comments as to whether the activities and type of work identified in the proposals complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations.

**08.00 Contractor Pre-construction Conference Reporting** - The Contractor shall deliver the following information to the Project Manager at the Pre-construction Conference:

- The name of the DBE liaison officer who will administer the Contractor's DBE program. Said officer or the officer's designee shall attend the conference.
- Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.
- Disadvantaged Business Enterprise Work Plan Proposal Form for all DBE's that are performing work on the project regardless of contracting tier or if used to meet the DBE goal.

**09.00 Commercially Useful Function** - The Contractor is responsible for ensuring that DBE firms working on the project perform a commercially useful function (CUF). The

Contractor shall receive credit toward meeting the assigned DBE goal and payment for DBE commercially useful function performed work only.

An on-site review will be used to ascertain whether the DBE is actively performing, managing, and supervising the work. It shall employ a labor force which is separate and apart from that employed by the prime, and which is independently recruited by the DBE according to standard industry practice. The DBE shall supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the prime or any other subcontractor on the project.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation would not be counted toward goal achievement for either the Contractor or ODOT.

When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to ODOT to rebut that presumption.

**(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract** - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract. Instead a partnership or joint venture of which the DBE is a member is the actual performer of the subcontract.

**(b) DBE's Work Force** - The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of the Project Manager augment its work force with personnel of another firm. The Project Manager shall approve the request only when:

- Specialized skills are required, and
- The use of such personnel is for a limited time period.

**(c) DBE Equipment** - The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Project Manager prior to the DBE starting work. No credit will be given, nor payment made for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the prime Contractor's payment(s) to the DBE firm.

The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the ODOT Project Manager prior to the DBE starting work. The Project Manager will consent to the lease agreement only when:

- The equipment is of a specialized nature,

- The equipment is readily available at the job site,
- The operation of the equipment is under the full control of the DBE,
- The lease arrangement is for a short term,
- The lease arrangement for the specialized equipment in question is a normal industry practice, and
- The DBE shall hire, direct, supervise, control and carry the operator of the equipment on the DBE payroll.

**(d) DBE Trucking Firms** - The following factors will be used to determine if a DBE Trucking firm is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.
- For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

**(e) DBE Flagging Firms** - DBE flagging firms will be credited at 100% if the DBE furnishes 100% of the equipment (in this case, paddles and radios) to perform the committed work. If the DBE uses employees' equipment for any part of the work, the DBE will be credited as a broker as defined in Section 02.00. This credit will equal the DBE labor broker's commission for supplying personnel to the job.

**10.00 Termination and Substitution of DBE** - The Contractor shall notify ODOT in writing and shall obtain written consent before terminating and/or replacing the DBE that was committed as a condition of contract award or otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent for terminating the performance of any DBE will be granted only where the Contractor can

demonstrate that the DBE is unable, unwilling or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a DBE will not be consented to based solely on a Contractor's ability to negotiate a more advantageous contract with another subcontractor.

**(a) Contractor Written Request to Terminate DBE** - All Contractor requests to terminate, substitute or replace a DBE shall be in writing and shall include the following information:

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.
- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.
- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

**(b) Contractor Written Notice to DBE of Pending Request to Terminate and Substitute with Another DBE** - The Contractor shall send a copy of the request to terminate and substitute letter to the affected committed DBE firm, in conjunction to submitting the request to the Project Manager. The affected DBE firm may submit a response letter to the Project Manager within five calendar days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Project Manager will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, ODOT may determine that the affected (committed) DBE firm is unable or unwilling to continue the contract and a substitution will be immediately approved by the Project Manager.

**(c) Proposed Substitution of Another Certified DBE** - When a DBE substitution shall occur, the Contractor may submit another certified DBE firm to replace the original

committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. Provide the following information:
  - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
  - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;

- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

**11.00 Changes in Work Committed to DBE** - ODOT will consider the impact on DBE participation in instances where ODOT changes, reduces, or deletes work committed to the DBE at the time of contract award. In such instances, the contractor shall not be required to replace the work but is encouraged to do so. If the prime Contractor proposes any changes that involve a committed DBE, the Contractor shall notify the DBE of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the change order. The Contractor shall enable the affected DBE to participate in the change order request and will make every effort to maintain the committed DBE percentage that was the condition of contract award. Documentation of this effort and a letter from the DBE agreeing to the change shall be included with the request.

**12.00 Contractor Payments to Subcontractors** - The Contractor shall maintain records of all subcontracts entered into with DBE firms and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than ten Calendar Days from receipt of each payment the Contractor receives from the ODOT. The Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Project Manager. This policy applies to both DBE and non-DBE contractors. The Contractor shall submit a completed, signed original "Summary Report of Subcontractors Paid" form 734-2722, available from the Office of Civil Rights at 503-986-4350, to the Project Manager certifying that payment was made to each subcontractor or supplier. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of the month following the date that payment was made to a subcontractor or supplier. At the completion of the project, submit a final form indicating the total amounts paid to all subcontractors and suppliers. *The participation of a DBE subcontractor will not be credited towards the prime Contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime Contractor has been paid to the DBE.*

**13.00 Remedies** - Failure of any Contractor to meet the requirements cited in Section 01.00(b) constitutes a breach of contract for which the imposition of the following sanctions could occur:

- Temporarily withholding progress payments until the Contractor complies with these provisions through future performance.
- Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.
- Suspension of work according to the Oregon Standard Specifications for Construction, subsections 00150.00 and 00180.70.

Any bidder or Contractor or subcontractor on a public contract that violates the provisions of ORS 200.075 shall have its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation and up to five years for a third violation.

Each violation shall remain on record for five years. After five years, the violation shall no longer be considered in reviewing future violations.

Failure of a bidder, Contractor, or subcontractor to comply with the requirements cited in Section 01.00(b) when there appears to be evidence of criminal conduct, shall be referred to the Oregon Department of Justice and/or the FHWA Inspector General for criminal investigation, and if warranted, prosecution.

**14.00 Records and Reports** - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function.

**15.00 Further Information** - The Disadvantaged Business Enterprise Supplemental Required Contract Provisions shall be incorporated into and attached to all agreements and contracts on projects financed in whole or in part with federal funds.

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project bid opening at [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Civil Rights MS 1  
355 Capitol Street NE  
Salem, OR 97301-3871  
Phone: 503-986-4350  
Fax: 503-986-6382

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**ASSIGNED DBE CONTRACT GOAL**

**FOR African American Disadvantaged Business Enterprise (AFDBE)  
AND Asian American Disadvantaged Business Enterprise (ASDBE)**

The assigned minimum **DBE (AFDBE/ASDBE)** goal for this Project is **0** %.

(This goal is only a part of the overall Statewide DBE program.)

A DBE Directory is available from the Office of Minority, Women and Emerging Small Business (OMWESB) web site at <http://www4.cbs.state.or.us/ex/dir/omwesb/> or by telephone at 503-986-0075.



# *Project Wage Rates*

*General Wage Determinations Issued  
under the Davis-Bacon Acts:  
Oregon Highway Construction Projects*

*and*

*Prevailing Wage Rates for  
Public Works Contracts in Oregon*



## PREFACE

**Minimum Wage Requirements** - This Project is subject to both federal and State prevailing wage rate requirements. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e). The applicable federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening apply to this Project.

**Applicable Wages** - Prevailing wage rates published in the following wage determinations and any applicable modifications or amendments apply to this Project and are included below:

- (1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and
- (2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates for Public Works Contracts in Oregon".



# **GENERAL WAGE DETERMINATIONS**

Issued under the

***Davis - Bacon***

Acts:

**Oregon**

**HIGHWAY CONSTRUCTION**

Projects



General Decision Number: OR120001 08/03/2012 OR1

Superseded General Decision Number: OR20100002

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	02/17/2012
4	02/24/2012
5	03/02/2012
6	04/06/2012
7	05/04/2012
8	06/01/2012
9	06/15/2012
10	06/29/2012
11	07/06/2012
12	07/20/2012
13	08/03/2012

BROR0001-006 06/01/2012

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

Bricklayer	Rates	Fringes
BRICKLAYER	\$ 32.75	15.80

BROR0001-007 06/01/2012

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

Bricklayer	Rates	Fringes
BRICKLAYER	\$ 31.53	15.80

CARP9001-001 06/01/2007

ZONE 1:

Basepoints for Millwrights	Rates	Fringes
BASEPOINTS FOR MILLWRIGHTS		

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Carpenters:

CARPENTERS	\$ 27.56	13.30
DIVER STANDBY	\$ 34.42	13.30
DIVERS TENDERS	\$ 30.28	13.30
DIVERS	\$ 68.84	13.30
MANIFOLD AND/OR DEPRESSION CHAMBER OPERATORS	\$ 30.28	13.30
MILLWRIGHTS	\$ 28.04	13.30
FILEDRIVERS	\$ 28.04	13.30

DEPTH PAY:

50 to 100 feet	\$1.00 per foot over 50 feet
101 to 150 feet	1.50 per foot over 101 feet
151 to 200 feet	2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2	-\$0.85
Zone 3	- 1.25
Zone 4	- 1.70
Zone 5	- 2.00
Zone 6	- 3.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, FILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	FORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

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MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.10	38+15.18
ELECTRICIAN.....	\$ 36.46	38+15.18

ELEC0291-006 06/01/2012

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.47	58+10.76
ELECTRICIAN.....	\$ 27.70	58+10.76

\* ELEC0659-004 01/01/2012

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.02	14.45
ELECTRICIAN.....	\$ 30.02	14.45

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

\*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2012

COOS, CURRY, LINCOLN, DOUGLAS AND LAKE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.45	13.98

ENGI0701-005 01/01/2012

ZONE 1:

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NORTH BEND  
PORTLAND  
VANCOUVER

LONGVIEW  
THE DALLES

BASEPOINTS FOR FILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

\* ELEC0048-006 07/02/2012

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.75	18.41
ELECTRICIAN.....	\$ 37.05	18.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:	
Zone 1:	31-50 miles \$1.50/hour
Zone 2:	51-70 miles \$3.50/hour
Zone 3:	71-90 miles \$5.50/hour
Zone 4:	Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2011

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.70	38+14.63
ELECTRICIAN.....	\$ 35.90	38+14.63

ELEC0280-003 07/01/2012

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN,

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POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.27	12.08
GROUP 1A.....	\$ 39.13	12.08
GROUP 1B.....	\$ 41.00	12.08
GROUP 2.....	\$ 35.64	12.08
GROUP 3.....	\$ 34.65	12.08
GROUP 4.....	\$ 33.71	12.08
GROUP 5.....	\$ 32.60	12.08
GROUP 6.....	\$ 29.61	12.08

Zone Differential (add to Zone 1 rates):  
 Zone 2 - \$3.00  
 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;  
 CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLOMBIA;  
 CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS  
 INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;  
 GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall

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receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator tandem, quadline, D10, D11, and similar type; Bulldozers Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up

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to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: Excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzly Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Perccussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe

operator, track and wheel type up to and including 20,0000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/Mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine Operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. Yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cu yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRE: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Bern, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator;

Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double Drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs.; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator; Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similar types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DUB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chhip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRE: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working Platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu

yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.  
H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.  
H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.  
H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

IRON0029-004 01/01/2012

Rates	Fringes
IRONWORKER.....\$ 33.87	20.10

LAB00001-006 06/01/2008

Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazo Workers, Topping for Cement Finishers and Mortar Mixers.....\$ 25.75	11.25

LAB00003-003 06/01/2010

ZONE 1:

LABORERS (SEE FOOTNOTE C)

Rates Fringes

LABORERS:		
GROUP 1.....	\$ 24.76	12.10
GROUP 2.....	\$ 25.39	12.10
GROUP 3.....	\$ 25.85	12.10
GROUP 4.....	\$ 26.25	12.10
GROUP 5.....	\$ 21.61	12.10
Zone Differential (Add to Zone 1 rates):		
Zone 2 - \$0.65		
Zone 3 - 1.15		
Zone 4 - 1.70		
Zone 5 - 2.75		

- ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall
- ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall
- ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall
- ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall
- ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choke Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post; Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chippier Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor;

Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used); General Laborer

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers, Air, Gas or Electric; Sand Blasting (wet); Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers and Timbermen; Power Saw Operators (bucking and falling); Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks; Tugger Operator; Vibrator-all types; Vibrating Screenshot; Water Blaster.

GROUP 4: Asphalt Rakers; Concrete Nozzleman; Grade Checker; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Pipe Layers-All types; Powdermen; Pumcrete Nozzlemen; Loop Installation; Tunnel-miner; Tunner- powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullgang (above ground); Tunnel Chuck Tenders; Tunnel-Muckers, Brakemen, Concrete Crew, Bull gang (underground)

GROUP 5: Traffic Flaggers

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.  
 H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.  
 H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.  
 PAIN0055-005 07/01/2011

	Rates	Fringes
PAINTER HIGHWAY & PARKING LOT STRIPER.....	\$ 33.19	9.05

\* PAIN0055-036 07/01/2012

	Rates	Fringes
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Painters:  
 BAKER, BENTON, CLATSOP,  
 CROOK, DESCHUTES, GRANT,  
 GILLIAM, HARNEY, GRANT,  
 JEFFERSON, LAKE, LANE,  
 LINN, LINCOLN, MALHEUR,  
 MARION, POLK, TILLAMOOK,  
 SHERMAN, UNION, WHEELER  
 AND YAMHILL COUNTIES  
 High work-All work 60  
 feet or higher.....\$ 20.36 8.42  
 Painters.....\$ 19.61 8.42  
 CLACKAMAS, COLUMBIA, HOOD  
 RIVER, MULTNOMAH, MORROW,  
 UMATILLA, WALLOWA, WASCO  
 AND WASHINGTON COUNTIES  
 High work-All work 60  
 feet or higher.....\$ 21.36 8.42  
 Painters.....\$ 20.61 8.42  
 JACKSON AND KLAMATH  
 COUNTIES  
 High Work-All Work 60  
 feet or higher.....\$ 18.36 8.42  
 Painters.....\$ 17.61 8.42

PLAS0555-001 06/01/2012

	Rates	Fringes
ZONE 1: Cement Masons: (ZONE 1) CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD...\$ 29.98		17.76

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CEMENT MASONS ON  
 SUSPENDED, SWINGING AND/OR  
 HANGING SCAFFOLD.....\$ 30.58 17.76  
 CEMENT MASONS.....\$ 30.58 17.76  
 COMPOSITION WORKERS AND  
 POWER MACHINERY OPERATORS...\$ 31.18 17.76

Zone Differential (Add To Zone 1 Rates):  
 Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
 SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall  
 ZONE 2: More than 30 miles but less than 40 miles from the  
 respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the  
 respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the  
 respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall

SUOR1991-003 04/01/1991

	Rates	Fringes
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Timber Sales Roads:  
 LABORERS.....\$ 8.35 4.30  
 OPERATING ENGINEERS.....\$ 10.37 4.15  
 POWER SAW, DRILLER,  
 POWDERMAN.....\$ 9.12 4.30  
 TEAMSTERS.....\$ 9.74 3.74

TEAM0037-004 06/01/2011

	Rates	Fringes
ZONE 1: TRUCK DRIVERS (See Footnote C):		

	Rates	Fringes
Truck drivers: GROUP 1.....	\$ 26.90	13.15
GROUP 2.....	\$ 27.02	13.15
GROUP 3.....	\$ 27.15	13.15
GROUP 4.....	\$ 27.41	13.15
GROUP 5.....	\$ 27.63	13.15
GROUP 6.....	\$ 27.99	13.15
GROUP 7.....	\$ 27.99	13.15

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Zone Differential (add to Zone 1 rates):  
 Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall  
 Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall  
 Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall  
 Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall  
 Zone 5 - More than 80 miles from the respective City Hall

**BASEPOINTS:**

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
EUENS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANT'S PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	FORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

**TRUCK DRIVER CLASSIFICATIONS**

**GROUP 1:** A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; up to and including 10 cu. Yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks; 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

**GROUP 2:** Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job

site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks; over 5 cu yds and including 7 cu. yds.; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

**GROUP 3:** Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; over 10 cu. Yds. and including 30 cu. Yds., includes articulated dump trucks; Self-propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

**GROUP 4:** Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; over 30 cu. yds. and including 50 cu. Yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. Yds. and including 15 cu. Yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

**GROUP 5:** Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

**GROUP 6:** Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof; over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

**GROUP 7:** Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof; over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

**FOOTNOTE C:**

**HANDLING OF HAZARDOUS WAST MATERIALS - (LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS):** Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outlined in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per

hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SUIA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

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**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**WEB SITE ADDRESSES**

**Addenda Letters (00120.30):**

<http://www.co.linn.or.us/Roads/ContractConst.asp> - Project Title

**Notice of Intent to Award (00130.10):**

<http://www.co.linn.or.us/Roads/ContractConst.asp> - Project Title

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

LINN COUNTY ROAD DEPARTMENT  
SPECIAL PROVISIONS  
FOR

Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013

**CONSOLIDATED SPECIAL PROVISIONS**

As the preparer of the consolidated specifications for this Project I acknowledge compliance with the *"Modified Exemption from DOJ Legal Sufficiency Review and Approval for ODOT Highway Construction Contracts"* dated July 11, 2008.

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

Date: June 12, 2013

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**LINN COUNTY ROAD DEPARTMENT  
SPECIAL PROVISIONS  
FOR**

**Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013**

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

<p>Seal w/signature</p>  <p><i>Expires: 07/22/2015</i></p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway and Drainage . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00210, 00220, 00225, 00280, 00290, 00296, 00305, 00310, 00320, 00330, 00340, 00350, 00370, 00390, 00480, 00640, 00730, 00744, 00810, 00850, 00851, 00860, 00930, 00940, 01030, 01092, 02110, 02320, 02450, 02630, 02820, 02910, 03020</p>
<p>Date Signed: <i>June 12, 2013</i></p>	<p>C.R.Knoll</p>

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**LINN COUNTY ROAD DEPARTMENT  
SPECIAL PROVISIONS  
FOR**

**Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013**

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

<p>Seal w/signature</p>  <p>Expires: 6/30/2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge Construction. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00440, 00501, 00510, 00520, 00530, 00540, 00545, 00550, 00587, 00592, 00820, 02001, 02010, 02020, 02030, 02040, 02050, 02060, 02210, 02440, 02510, 02520, 02560, 02690, 02810</p> <p>K.M.Groom</p>
<p>Date Signed: <u>6/12/13</u></p>	

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**SPECIAL PROVISIONS**

**WORK TO BE DONE**

The Work to be done under this Contract consists of the following on Upper Berlin Drive, spanning Hamilton Creek in Linn County:

1. Remove existing structure
2. Construct new bridge
3. Install guardrail
4. Construct roadway
5. Asphalt concrete paving
6. Install pavement markings and signing
7. Install stormwater quality facility
8. Perform additional and incidental Work as called for by the Specifications and Plans.

**APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction".

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 **Federal-Aid** Project.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OBLIGATIONS**

The contractor, in coordination with State and County, shall agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contractors and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally- assisted contracts. Agency shall carry our applicable requirements of Title 49, CFR. Part 26, in the award and administration of such contracts. Failure to carry out these requirements is a material breach of this contract and may result in the termination of this contract or such other remedy as deemed appropriate by the Agency.

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

Comply with Section 00110 of the Standard Specifications modified as follows:

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

### **00110.20 Definitions** - Add the following:

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

#### **Agency** - Add the following sentence:

References in the Standard Specifications to "Agency" shall mean "Linn County", except where the context or intended meaning otherwise require.

**Agency Level Review** - The Agency level review(er) is construed to mean the Linn County Commissioners.

**Engineer** - The Linn County Engineer acting either directly or through an authorized representative or Roadmaster of the Linn County Road Department. The Engineer as provided by Section 00199 is construed to mean the Linn County Engineer.

**Legal Holidays** - Legal holidays are defined in ORS 187.010.

**Region Level Review** - The Region level review, Step 1, as provided by Section 00199 is construed to mean the Roadmaster of Linn County.

**Standard Specifications** - The Standard Specifications, which are applicable to these General, Special, and Technical Provisions herein contained are as follows:

Oregon Standard Specifications for Construction - ODOT/APWA [issue of 2008] hereinafter called the Standard Specifications.

Standard Specifications may be modified, supplemented, or superseded by the General, Special and Technical Provisions herein contained.

Wherever the words "State Transportation Commission," "Division," "Agency," "State of Oregon," or "State," appear in the Standard Specifications, they shall be construed to mean Linn County, Oregon, except for Sections 00170.70(c), 00170.72 and 00170.79, and where the context or intended meaning otherwise requires.

Where the words "ODOT Procurement Office" appear in the Standard Specifications, they shall be construed to mean Linn County Road Department.

Any errors or omissions are unintentional and shall not be used for financial or contractual gain, and should be brought to the attention of the County Engineer or Project Manager as soon as possible.

**Supplemental Specifications** - Supplemental Specifications are applicable to the particular Contract, and supplement and modify the Standard Specifications with regard to the Work to be done under the Contract.

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

Comply with Section 00120 of the Standard Specifications modified as follows:

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

**00120.00 Prequalification of Bidders** - Replace this subsection, except for the subsection number and title, with the following:

The Oregon Department of Transportation (ODOT) will prequalify Bidders according to OAR 734-010 and OAR 731-005-0450. A Bidder must file for prequalification and pay a fee. Prequalification must be renewed annually. Bidders shall make application for prequalification on standard forms furnished by ODOT's Procurement Office - Construction Contracts Unit, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-2710). Bidders shall return the completed application and fee to the ODOT Procurement Office - Construction Contracts Unit.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the ODOT Procurement Office - Construction Contracts Unit at least 10 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

Linn County Road Department will use the same forms furnished by the ODOT Procurement Office. If a contractor has been prequalified by ODOT in the Classes of Work specified in the special provisions, then the contractor may submit the application submitted to ODOT and the letter of approval for prequalification obtained from ODOT to the Linn County Road Department as prequalification for this project. There is no fee to the bidder for prequalification with Linn County Road Department.

Prequalification forms should not be submitted with the bid, but should be submitted at least 10 Calendar Days prior to the bid opening date; if submitted with the bid, the right to appeal disqualification is forfeited.

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

**00120.05 Request for Solicitation Documents** - Replace this subsection, except for the subsection number and title, with the following:

### **00120.05 Request for Plans, Special Provisions, and Bid Booklets:**

**(a) Informational Plans and Special Provisions** - Informational Project Plans Special Provisions and Bid Booklets are available on the Linn County web site or may be picked up at the Linn County Road Department, 3010 Ferry St SW, Albany, OR 97322 (telephone 541-967-3919). Refer to the Web Site Address Page for web site information.

Bidders obtaining Plans, Special Provisions, and Bid Booklets from the Linn County web site must register with Linn County's "Plan Holder Registration". Bids will only be accepted from Bidders with a current "Plan Holder Registration".

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

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"Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013"

**00120.40(a-1) Paper Bids** - Replace the paragraph that begins "For Bids submitted..." with the following paragraph:

For Bids submitted by paper, obtained from either the Linn County Road Department or the Linn County Road Department website, the Bidders shall not alter, in any manner, the paper documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

**00120.40(a-2) Electronic Bids** - Delete this subsection in its entirety.

**00120.40(c-2) Electronic Bid Schedule Entries** - Delete this subsection in its entirety.

**00120.40(d) Bidder's Address and Signature Pages** - Delete the last sentence in the paragraph.

**00120.40(e) Bid Guaranty** - Replace this subsection, except for the subsection number and title, with the following:

Each proposal shall be accompanied by cash, certified check, or bidder's bond, located in Appendix B - Bid Section of these specifications, made payable to Linn County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that, if awarded the contract, the successful bidder will execute that attached contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price within five (5) days after notification that the bid has been accepted.

The successful bidder shall use Linn County's Bond Forms, copies of which are included in the Bid Section of these Special Provisions.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

**00120.40(f) Disclosure of First-Tier Subcontractors** - In the paragraph that begins "Subcontractor Disclosure Forms submitted...", replace the words "Procurement Office - Construction" with the words "Linn County Road Department".

In the sentence that begins "The Subcontractor Disclosure Form may be submitted for paper bid, delete the second bullet and replace with the following:

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- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Linn County Road Department, at the address or facsimile number given in the Bid Booklet.

Delete the paragraph that begins "The Subcontractor Disclosure Form may be submitted for an electronic Bid...".

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

All proposals shall be submitted in a sealed envelope to Ralph Wyatt, Linn County Administrative Officer, prior to the time stated on the cover sheet and on the "DESCRIPTION OF WORK" page in these specifications. Facsimile or electronic bids are not allowed.

No bid will be received or considered by Linn County unless the bid contains a statement by bidder that ORS 279C.840 or U.S.C. 276a will be complied with.

Each bid must certify that the bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

It is not necessary to be licensed under ORS 468A.720.

Bidders shall submit a proposal on the attached schedule, located in Appendix - B Bid Section of these specifications, and sign in the location provided.

**Attention:** Do not include the plans and specifications when submitting your bid proposal. Submit only the items included in the Bid Section and any addendum that may have been issued for this project.

The Bid Section includes:

- Bid Schedule Proposal
- Bid Proposal Bond
- First-Tier Subcontractor Disclosure Form
- DBE Commitment and Certification and Utilization Form
- Subcontractors Solicitation and Utilization Form

Withdrawal of a Bid proposal may be made prior to the time of the Bid Closing, either by fax, written request or in person. Bid Proposals, Bid modifications, and Bid withdrawals will not be accepted after the indicated time and date of Bid Closing.

Each proposal shall be identified on the exterior of the sealed envelope with the name of the project, the bid opening date, and the name and address of the bidder.

**00120.60(a) Paper Bids** - In the paragraph that begins "Information entered into...", replace the words "Procurement Office - Construction" with the words "Linn County Administrative Officer" and replace the bullet that reads "The Bid number is included: and" with the word "and".

Replace the bullet that begins "The written withdrawal..." with the following bullet:

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- The written withdrawal request is submitted on the Bidder's letterhead, either in person or by FAX, and;

**00120.60(b) Electronic Bids** - Delete this subsection in its entirety.

**00120.70 Rejection of Nonresponsive Bids** - Replace the bullet that begins "The Bid is submitted on documents..." with the following two bullets:

- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from the Linn County Road Department, downloaded from the Linn County Road Department web site, or is submitted by a Bidder who is not on the Linn County "Plan Holders Registration", as required by 00120.05.

Add the following bullet to the end of the bullet list:

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

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - Replace this subsection, except for the subsection number and title, with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Add the following paragraph:

The Linn County Board of Commissioners reserves the right to reject any or all proposals. Linn County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding by Linn County that it is in the public's interest to do so.

**00120.95 Opportunity for Cooperative Agreement** - Delete this subsection in its entirety.

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

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

**00130.10 Award of Contract** - Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

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Replace the bullet that begins "A satisfactory record of integrity..." with the following bullet:

- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.

**00130.40 Contract Bonds, Certificates, and Registrations** - Replace this subsection number and title and replace the sentence that begins "Before the Agency will..." with the following number and title and sentence:

**00130.40 Contract Submittals** - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

Add the following subsection:

**00130.40(e) Tax Identification Number** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

Add the following subsection:

**00130.40(f) Office of Civil Rights Forms** - All bidders shall submit the Subcontractors Solicitation and Utilization Report, ODOT form 734-2721, within 10 days of bid opening. Submit the original directly to the ODOT Office of Civil Rights, and submit a copy to the Agency. This document is included in the Bid Section of this Bid Booklet. An electronic version can be found on the ODOT web site at:  
<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml> under "DBE Forms".

The Contractor shall submit to the Agency a monthly Summery Report of Subcontractors Paid, ODOT Form 734-2722. Both the Contractor and its Subcontractors shall submit Monthly Employee Utilization Report (MEUR), ODOT Form 731-0394. These forms can be found on the ODOT Civil Rights web site at: <http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml>.

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

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

**00140.00 Purpose of Contract** - Add the following paragraphs:

The Contractor shall supply all labor including a weigh person, supervision, tools and equipment, supplies, and materials necessary to complete the work specified herein. Pursuant to the Linn County Public Contracting Rules 137-049-0200(2), the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the County consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the County for complete performance of

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the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the project. All materials and supplies shall be of good quality and suitable for the purpose intended. The Contractor shall provide and use all safety equipment including but not limited to signs, hard hats, safety vests and clothing required by State and Federal regulations.

The Contractor shall, upon completion of the contract, remove all equipment, material and debris from the jobsite. Any asphalt concrete left on the shoulder of the road that is 3-inches or larger shall be removed prior to shoulder rock being placed. If in the opinion of the Engineer this cleanup work is not completed as specified herein, it will be cause for immediate shut down of the remaining work under this contract until it has been completed satisfactorily.

Work to be performed under the contract shall include such additional and incidental work as may be necessary to assure a completed and workmanlike product.

Contractor and subcontractors shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document their performance and any claims arising from or relating to their performance under the Contract. The County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy and audit Contractor's and subcontractors' records relating to the Contract. Contractor and subcontractor shall maintain the records related to the Contract for a minimum of three (3) years from the date of final payment, under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever is later.

**00140.60 Extra Work** - Add the following to the end of this subsection:

Extra work, if required, shall be done only upon the written instructions from the Engineer and as covered under the provisions of Section 00140.60 (Extra Work), 00196 (Payment for Extra Work) and 00197 (Payment for Force Account Work) of the Standard Specifications.

The Contractor shall be responsible for the workmanship of all force account work.

**00140.70 Cost Reduction Proposals** - Replace the paragraph that begins "The Contractor may submit..." with the following paragraph:

The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

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

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

**00150.05 Cooperative Agreements** - Delete this subsection in its entirety.

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**00150.15 Construction Stakes, Lines, and Grades** - Delete this subsection, except for the subsection number and title, with the following:

**(a) General** - Replace the paragraph that begins "The Contractor shall perform.." with the following:

The Contractor shall be held responsible for the preservation of all stakes and marks and if any of the stakes have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against him and will be deducted from the payments for the work.

The Contractor shall furnish at his own expense, any necessary labor and equipment, stakes and other materials, which he may find necessary to construct the work.

In the case of alterations, which involve any changes in stakes, the Contractor shall cooperate with the Engineer and facilitate the prompt re-establishment of field control for the altered work.

**(b) Agency Responsibilities** - The Agency will perform the Agency responsibilities described in Section 00305.04 of these specifications.

**(c) Contractor Responsibilities** - The Contractor will perform the Contractor responsibilities described in Section 00305.05 of these specifications.

**00150.20 Inspection** - Add the following:

Under the contract, the Contractor is hereby officially informed as follows:

- The County will maintain on-the-job inspection personnel, adequate to assure substantial conformity to these specifications.
- Inspection will be conducted under the provisions of Section 00150.20 (Inspection) and 00150.25 (Acceptability of Materials and Work) of the Standard Specifications.
- The Contractor shall at all times, during the work under this contract, maintain on the work location, adequate and qualified supervisory personnel to assure the conformity of the finished product to the Plans and Specifications.
- Any item of work, which will be later concealed by other work, shall be placed and prior to covering, the Contractor shall inform the Engineer and allow the necessary inspection prior to such concealment. Failure to so comply will be cause for the Engineer to require the Contractor to adequately and satisfactorily expose such item and allow the Engineer to inspect the same. The Contractor shall then replace the disturbed work and/or any unsatisfactory portion of the subject item, all at the Contractor's own expense and to the satisfaction of the Engineer.
- The Contractor shall perform all work under the intent of these Plans and Specifications. Any requirements in any document will be followed if desirable whether or not it appears in all. If the Contractor fails to call omissions or conflicting statement to the attention of the Engineer prior to submission of the proposal, he agrees thereby to abide by the decision of the Engineer regarding same.
- The intent of the Drawings and Specifications is to outline and control the work in a manner, which will result in a complete and finished product. Any omissions in the Plans and Specifications pertinent to the requirements of the specified items are unintentional. If any are found, the Contractor will be expected to perform the work in

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a workmanlike manner to achieve the intent as stated above, at no additional cost to the County.

- Should the Engineer or his authorized representative observe specification non-compliance on any item at any time during the contract, the Contractor will be informed and the Contractor will be required to correct such work to the satisfaction of the Engineer.
- Any equipment brought into the work, which in the opinion of the Engineer or his representative, is so worn or in such condition of disrepair as to cast severe doubt upon its ability to perform specification work will not be allowed to perform work on the project. There will be no cost to the County for this equipment. If the rejection of this equipment delays the project, it will not be justification for an approved extension.

**00150.30 Delivery of Notices** - Replace this subsection, except for the subsection number and title, with the following:

Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

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

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

**(1) Paper Submittal** - For paper submissions, submit four copies of Working Drawings for steel Structures and four copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 34 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

**(2) Electronic Submittal** - For electronic submissions, contact the Engineer.

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

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

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

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

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

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

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

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

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

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

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:**

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

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<b>Utility</b>	<b>Contact Person's Name and Phone Number</b>
1. Consumers Power 1900 W Oaks Street, Lebanon, OR 97355	Garey Burges (541) 451-6512 email: gareyb@cpi.coop
2. CenturyLink PO Box 337, Lebanon, OR 97355	Kerry Pozder (541) 259-7275 email: kerry.pozder@centurytel.com

Consumers Power operates a power facility within the Project limits, running parallel along the north side of the roadway of Upper Berlin Drive. Notify, in writing, at least 7 Calendar Days (1 week) before beginning bridge removal, pile driving and erection of the bridge.

CenturyLink operates a facility within the project limits, running parallel along the south side of Upper Berlin Drive and attached to the south side of the existing bridge. Notify Century Link at least 14 Calendar Days (2 weeks) before beginning bridge removal work or working within 10 feet of underground facilities. Allow CenturyLink 14 Calendar Days (2 week) to complete relocation work.

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

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications.

**SECTION 00165 - QUALITY OF MATERIALS**

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

**00165.10(a) Field Tested Materials** - Replace the words "Procurement Office - Construction, Contractor Plans" with the words "Procurement Office - Construction Contracts Unit".

**00165.10(b) Nonfield Tested Materials** - Replace the words "Procurement Office - Construction, Contractor Plans" with the words "Procurement Office - Construction Contracts Unit".

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

**00170.00 General** - Add the following:

The Contractor shall at all times keep informed of, observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the work including but not limited to the following which are incorporated by this reference:

- A. ORS 279C.500 ("Person" defined).

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- B. ORS 279C.505 (Conditions concerning payment, contributions, liens, withholding, drug testing)
- C. ORS 279C.510 (Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching)
- D. ORS 279C.515 (Conditions concerning payment or claims by public officers, payment to persons furnishing labor or materials and complaints).
- E. ORS 279C.520 (Condition concerning hours of labor).
- F. ORS 279C.525 (Provisions concerning environmental and natural resources laws; remedies).
- G. ORS 279C.530 (Condition concerning payment for medical care and providing workers' compensation).
- H. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- I. ORS 279C.540 (Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules).
- J. ORS 279C.545 (Time limitation on claim for overtime; posting of circular by contractor).
- K. ORS 279C.550 ("Retainage" defined).
- L. ORS 279C.555 (Withholding of retainage).
- M. ORS 279C.560 (Form of retainage).
- N. ORS 279C.570 (Prompt payment policy; progress payments; retainage; interest; exception; settlement of compensation disputes).
- O. ORS 279C.580 (Contractor's relations with subcontractors).
- P. ORS 279C.600 & ORS 279C.605 (Notice of Claim Against Bond)
- Q. Contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.
- R. Contractor's certification that all subcontractors performing work described in ORS 701.005(2) (i.e. construction work) will be registered with the Construction Contractors Board before the subcontractors commence work under the contract.
- S. ORS 279C.800 (Definitions for ORS 279C.800 to 279C.870).
- T. ORS 279C.805 (Policy).
- U. ORS 279C.810 (Exemptions).
- V. ORS 279C.815 (Determination of prevailing rates of wage; providing information to commissioner).
- W. ORS 279C.820 (Advisory committee to assist commissioner).
- X. ORS 279C.825 (Fees; rules).
- Y. ORS 279C.830 (Contractual provisions regarding prevailing rates of wage and fee for administration of law).
- Z. ORS 279C.835 (Notifying commissioner of public works contract).

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- AA. ORS 279C.840 (Payment of prevailing rate of wage; posting of rates and fringe benefit plan provisions).
- BB. ORS 279C.845 (Certified statements regarding payment of prevailing rates of wage).
- CC. ORS 279C.850 (Inspection to determine whether prevailing rate of wage being paid; civil action for failure to pay prevailing rate of wage or overtime).
- DD. ORS 279C.855 (Liability for violations).
- EE. ORS 279C.860 (Ineligibility for public works contracts for failure to pay or post notice of prevailing rates of wage; certified payroll reports to commissioner).
- FF. ORS 279C.865 (Civil Penalties).
- GG. ORS 279C.870 (Civil action to enforce payment of prevailing rates of wage).
- HH. ORS 187.010 ((Legal holidays; acts deferred to next business day; effect on labor agreements)

Add the following subsection:

**00170.06 Federal-Aid Participation** - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

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

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

**00170.60 Safety, Health and Sanitation Provisions** - Add the following paragraphs:

The Contractor shall comply with all requirements and regulations of the Occupational Safety and Health Act and the State of Oregon Occupational Safety Regulations.

The Contractor shall provide and maintain a portable toilet at the project site of each unit of work for use of project personnel. Keep toilet areas in a clean and sanitary condition. Each toilet shall have both a toilet seat and a urinal. No separate payment will be made for providing and maintaining the toilet at the project site.

**00170.62 Labor Nondiscrimination** - Add the following paragraph:

Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department its sub-recipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon 97301, (503) 986-3169.

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Add the following two Subsections:

**00170.62(a) Contractor Labor Nondiscrimination** - The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title 49 CFR Part 26 in the award and administration of Federal-aid Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

**00170.62(b) Disadvantaged Business Enterprise (DBE) Obligations** -The contractor, in coordination with State and County, shall agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contractors and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR. part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR. Part 26, in the award and administration of such contracts. Failure to carry out these requirements is a material breach of this contract and may result in the termination of this contract or such other remedy as deemed appropriate by the Agency.

**00170.65 Minimum Wage and Overtime Rates for Public Works Projects** - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

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

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### (3) Additional Retainage:

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

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

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

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

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

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

- For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

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

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

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

**(e) Additional Requirements When Federal Funds are Involved** - For this Federal-Aid Project, the Contractor shall comply with 00170.65(a) through 00170.65(d) and the provisions of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts", except Section IV of FHWA Form 1273 does not apply.

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(a) Insurance Coverages** - The following insurance coverages and dollar amounts are required pursuant to this subsection:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Employers Liability	\$500,000 minimum	(aggregate limit not required)

**00170.70(c) Additional Insured** - Add the following paragraphs and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees

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

The Liability insurance coverage, except professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and County and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**00170.70(e) Notice of Cancellation or Change** - Replace this subsection, except for the subsection number and title with the following:

There shall be no cancellation, material change, potential exhaustion of aggregate limits of non-renewal of insurance coverage(s) without (30) days written notice from the Contractor or its insurer(s) to State and County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**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:

- The State of Oregon and its Department of Transportation, The Oregon Transportation Commission and their members, agents, officers, and employees
- Linn County and its officers, agents, and employees
- Linn County Board of Commissioners

**00170.79 Third Party Beneficiary** - Replace this subsection, except for the subsection number and title, with the following:

The State of Oregon and its Department of Transportation are a third party beneficiary of the Contract.

**00170.80 Responsibility for Damage to Work** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Responsibility for Damage in General** - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

**(b) Repair of Damage to Work** - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

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**(c) Responsibility for Damage to Work Caused by Public Traffic** - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Region level review according to 00199.40(b).

**(1) Request for Relief** - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

**(2) Scope of Relief** - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

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If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

**(d) Vandalism and Theft** - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, determine the number of occurrences, and determine whether, and how much, the Contractor will be compensated.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

### SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

**(1)** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

**(2)** A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.

**(3)** A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

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- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

**(4)** An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

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

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

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

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

**00180.40(b) On-Site Work** - Add the following paragraph to the end of the subsection:  
The Contractor shall not begin On-Site Work until a pre-construction conference has been held, unless approved by the Engineer.

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 Completion Time .....	00180.50(h)
In-water Work Restrictions .....	00290.34(a)
Noise Control .....	00290.32

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

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**00180.41 Project Work Schedules** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall prepare and submit a schedule of the proposed work from start to completion, satisfactory to the Engineer, at the pre-construction conference.

The schedule shall include the following:

- Time interval [start and completion date] contemplated for each stage of construction
- Equipment to be used
- Materials and their sources, including mix designs when appropriate
- Sub-contractors expected to be used.

The Contractor shall be responsible for notifying property owners and effected persons five business days prior to commencing work that impacts ingress or egress of property included in this project.

The Contractor shall provide a revised schedule to the Engineer, as needed, to allow five business days notice of changes.

The Contractor shall notify each property owner, in writing, as required, a minimum of 24 hours in advance if deviating from the latest schedule. The notification shall include the following:

- Contractor's phone number
- Rescheduled date of work
- The Linn County web site address (<http://www.co.linn.or.us/roads/Roads.asp>) from which updated project scheduling will be available.

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract, except for seeding establishment, not later than **November 30, 2013**.

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700.00 per Calendar Day \*.

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

Inclement weather encountered will not be considered a reason for further time extension to complete any of the remaining work after the completion date nor reason for any waiver of liquidated damages unless specifically allowed by the Engineer.

Add the following subsection:

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

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

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

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

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

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

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

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

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

### **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.11 Fuel Cost Price Escalation/De-escalation** - No pay items under this Contract qualify for the fuel escalation/de-escalation program for this project

**00195.12(d) Steel Materials Pay Item Selection** - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

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

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

**00195.50(b) Retainage** - Delete the paragraph beginning "The amount to be retained..." and replace with the following paragraph:

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The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

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

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

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

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

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

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

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

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

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

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

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**SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications.

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

Comply with Section 00197 of the Standard Specifications.

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

Comply with Section 00199 of the Standard Specifications.

**SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

**SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

**00220.00 Scope** - Add the following paragraphs:

Traveled ways shall be maintained in a smooth and dust free condition at all times.

**00220.02 Public Safety and Mobility** - Add the following bullets to the end of the bullet list:

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.
- The Contractor shall be responsible for directing and protecting all traffic while construction work is in progress and shall conduct operations at all times in such a manner and in such sequence as will assure reasonable passage of local traffic and access to residences.
- Limitation of Operation - The Contractor shall be responsible for directing and protecting all traffic while construction work is in progress and shall conduct operations at all times in such a manner and in such sequence as will assure reasonable passage of local traffic and access to residences.
- Traveled ways shall be maintained in a smooth and dust free condition at all times.

Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

- Do not stop or hold vehicles on a highway within the project site for more than 20 minutes.
- Vehicles may be held at times up to 60 minutes under written approval from the Engineer. Requests for written approval must be requested in writing a minimum of 10 days in advance of the planned delay. The request will include a TCP including advanced warning signs.

**00220.40(a) Traffic Nuisance Abatement** - Replace the second bullet with the following:

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- Watering may be required to control dust nuisance within the project limits. Watering will be performed at any hour of the day, and on any day of the week (including Saturday, Sunday and Holidays), as directed, for proper performance or protection of the work and for alleviation of dust nuisance. Watering may also be required, at the Engineer's discretion, on gravel roads outside the project limits that the Contractor has elected to use for haul routes or detour routes. This work shall be considered incidental to other contract pay items.

Add the following subsection:

**00220.41 Bridge Work** - Before starting any grading or pavement removal at bridge ends or removal of pavement from bridge decks, arrange so that all equipment, labor, and materials required to complete the pavement replacement work and bridge deck waterproofing work are on hand or are guaranteed to be delivered. Once grading and pavement removal begins, vigorously prosecute and complete this work. Complete paving and membrane waterproofing work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and pavement removal and membrane waterproofing work with asphalt concrete mixture to provide a smooth and safe transition. Construct and maintain a 1V:10H or flatter slope along longitudinal joints. Construct and maintain a 50 feet per 1 inch or flatter taper across transverse joints.

**00220.45 Load Restrictions on Bridges** - Structure No. 11956 (the existing bridge over Hamilton Creek on Upper Berlin Drive) is on the Restricted Bridge List or has a condition rating of 4 or less. If the Contractor will park vehicles or equipment on the bridge, store materials, or transfer loads across the bridge in excess of 50 tons, submit, 30 Calendar Days before loading, stamped loading calculations and data according to 00150.35.

**Note:** The bridge is presently load rated for limited use for certain truck combinations up to 49 tons as long as tandem axle weights do not exceed 42,000 pounds. The load restriction of 50 tons is based on a Type 3 Oregon Legal Load configuration with a truck wheel base length of 19 feet.

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

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

### SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

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

Install "BRIDGE WORK AHEAD" (WC210-10-36) signs on Upper Berlin Road, according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

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Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

When the horizontal clearance for the roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the roadway. Locate these horizontal clearance signs as shown or as directed.

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

The Contractor will be allowed to use the Agency's TCP, modify the Agency's TCP, or use a different TCP. Submit the following, for approval, five calendar days before the preconstruction conference:

**(a) Agency or Contractor TCP** - If the Agency's TCP is used without modification, a written notification indicating that the Agency's TCP will be used without modification.

If the Contractor will be using a modified Agency TCP, or if the Contractor will not be using the Agency TCP, provide stamped working drawings according to 00150.35 which include the following:

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

**(b) Tourist-Oriented Directional (TOD) and Business Logo Signs** - One copy of a sketch map of the Project showing all existing tourist-oriented directional (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 there are no TOD or business logo signs on the project, a written notification that no TOD or business logo signs exist within the project limits.

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

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

**00225.11(b-5) Square Tube Sign Supports** - Replace this subsection with the following subsection:

**00225.11(b-5) Perforated Steel Square Tube Sign Supports** - Use perforated steel square tube sign supports from the QPL and as shown on the standard drawings.

**00225.13(d) Plastic Drums** - Replace the sentence that begins "Provide drums with..." with the following sentence:

Use retroreflective drum sheeting meeting the requirements of ASTM D 4956 Type III or Type IV.

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**00225.32 Traffic Control Supervisor** - Replace the bullet that begins "Prepare and sign a daily..." and all of its sub-bullets, with the following bullet:

- Prepare and sign a "Traffic Control Inspection Report" form (Form No. 734-2474). Submit the report to the Engineer no later than the end of the next working day.

**00225.41(b-5) Square Tube Sign Supports** - Replace this subsection with the following subsection:

**00225.41(b-5) Perforated Steel Square Tube Sign Supports** - Perforated steel square tube sign supports may be used as a substitute for wood sign posts. Install perforated steel square tube sign supports as shown on the standard drawings.

**00225.42(c) Concrete Barrier** - In the flare rate table, replace the 45 mph and the 40 mph lines with the following lines:

45	12:1
40	10:1

**00225.43(e) Pavement Markers** - Replace the bullets that begin "Single markers..." and "Double markers..." with the following bullets:

- Single markers spaced 10 feet apart for solid no passing lines.
- Double markers spaced 10 feet apart for double solid no passing lines.

**00225.43(f-1) Temporary Removable Tape** - Add the following sentence to the end of the paragraph:

Remove the temporary removable tape before placing subsequent surfacings and after installing permanent pavement markings.

**00225.43(g) Temporary Striping** - Add the following paragraph after the first paragraph:

For temporary striping on new bridge deck surfaces, use temporary removable tape.

Add the following subsection:

**00225.43(j) Pavement Legends and Bars** - Before opening roadways to traffic, unless otherwise allowed, apply temporary pavement legends and bars on pavement base courses at locations designated. Apply bead binder at a thickness of 15 mils wet and glass beads at a rate of 5 pounds per gallon of paint.

**00225.45(b-1) Location and Set-up** - Replace the bullet that begins "Hardwire interconnect the..." with the following bullet:

- Hardwire interconnect the units for timing and conflict monitoring.

**00225.60 Temporary TCD** - Add the following to the end of this subsection:

The Contractor's Superintendent or designee shall prepare and sign a daily "Traffic Control Inspection Report" (Form No. 734-2474). Submit the report to the Engineer no later than the end of the next working day.

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Add the following subsection:

**00225.82(e) Temporary Impact Attenuator Repair** - Temporary impact attenuator repair will be measured on the unit basis as follows:

- Sand barrel systems will be the replacement of damaged sand modules.
- All other systems will be the repair or complete replacement of the attenuator system.

**00225.83(c) Striping** - Add the paragraphs to the end of this subsection:

Temporary pavement bars will be measured on the area basis, to the nearest square foot, for each stop bar and crosswalk bar.

**00225.90(a-2) Temporary Protection and Direction of Traffic** - Add the following bullet to the end of the bullet list:

- Preparing and signing the daily "Traffic Control Inspection Report".

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

**00280.00 Scope** - Add the following:

The erosion control plan as shown in the plans, has been developed for anticipated site conditions. The Contractor shall submit a revised ESCP plan for approval which represents actual staging conditions for this project. Submit an initial ESCP for review and approval ten days before the pre-construction conference, as stipulated in section 00280.02. The plan may be developed and submitted in stages for each type of work shown in the Contractor's schedule. When submitted in stages, each type of work will not begin until the Engineer approves the ESCP.

At the preconstruction conference, the Engineer will present an evaluation of the submitted Erosion and Sediment: Control Plan (ESCP) or submitted ESCP modifications, the Pollution Control Plan (PCP), and their implementation schedules. Update plan as revisions are implemented or changes are made in the original plan. During the life of the contract, submit proposed changes to the approved ESCP or schedule to the Engineer for approval before implementing the changes.

Other erosion control measures may be required depending on the Contractor's methods of operations and scheduling.

**00280.01 National Pollutant Discharge Elimination System** - Add the following:

A copy of the General Construction Permit, NPDES 1200CA, is available at the Linn County Road Department, 3010 Ferry Street, SW, Albany, Oregon 97322, and will also be made available on site for review by the Linn County Road Department project manager.

**00280.15(a) Check Dams** - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Sock material, compost, and stakes meeting the following requirements:

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- **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
- **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
- **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

**00280.16(e) Sediment Barriers** - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Sock material, compost and stakes meeting the following requirements:
  - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
  - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
  - **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

**00280.30 Erosion and Sediment Control Manager** - In the bullet that begins "Inspect erosion control BMP...", replace the value "5/8 inch" with "1/2 inch".

**00280.45(a) Check Dams** - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Install compost filter socks perpendicular to the water flows that are not more than 3 feet deep. Stake at intervals of 6 to 8 feet. Install stakes through the center of the filter sock and at least 1 foot into the ground with no more than 4 inches protruding above the filter sock.

**00280.46(e) Sediment Barriers** - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Place and arrange compost filter socks as shown or directed.

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

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

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

**00290.00 Scope** - Add the following paragraphs:

The contractor shall be solely responsible for environmental contamination related to their equipment and work.

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Do not discharge contaminated water directly into any waters of the State until it has been satisfactorily treated.

Inspect and clean all equipment prior to operating it within 150 feet of the Regulated work Area. check all equipment for fluid leaks.

Maintain hazardous material containment kits and spill containment kits on-site to facilitate the cleanup of hazardous material spills for both dry-land spill and spills that could reach nearby waterways. Install hazardous material containment kits in instances where there is a potential for release of petroleum or other toxicants.

All work pertaining to environmental protection shall be incidental to the project.

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

Use the following staging site:

- **Site Type** - Staging
- **Location** - Upper Berlin Road, paved surfaces and gravel shoulders
- **Access** - ingress/egress from Upper Berlin Drive.
- **Available Area** - Existing gravel and paved roadway surfaces as well as prepared road shoulders.

Staging of equipment and materials outside the dedicated right of way and on adjacent property will not be allowed. No other sites may be used on this Project, including non-Agency sites. Restore the site by:

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

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

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

- Reuse demolition debris.

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

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

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

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265

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Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.

- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

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

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

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

**00290.30(a) Pollution Control Measures** - Add the following subsections and bullets:

### (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 (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- 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.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw

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cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.

- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

**(8) Visual Turbidity Monitoring** - Perform visual turbidity monitoring each day when working in regulated work areas according to the following:

- Before beginning work, make in stream turbidity observation approximately 100 feet upstream and, based on the wetted stream width, at the compliance distance listed in Table 00290-1 downstream of the in-water work area.
- Make in stream turbidity observations upstream and downstream every four hours.
- If a turbidity plume is observed within the compliance distance downstream of the in-water work area, implement in-water best management practices (BMP). If a turbidity plume is still observed at the second four hour observation, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.
- If a turbidity plume is observed beyond the compliance distance downstream of the in-water work area at any observation interval, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.

**Table 00290-1**

<b>Wetted Stream Width</b>	<b>Compliance Distance</b>
≤ 30 feet	50 feet
> 30 feet to 100 feet	100 feet
> 100 feet to 200 feet	200 feet
> 200 feet	300 feet
Lakes, Ponds, and Reservoirs	Lesser of 100 feet or max. surface dimension

Document all turbidity monitoring results including date, time, and location on the Agency provided form or another form approved by the Agency. Submit reports to the Engineer weekly when working in regulated work areas and keep copies of the reports at the project site.

If work activities violate permit conditions or cause water quality violations which may endanger the health of aquatic life or environment, stop all in-water work activities and notify the Engineer. Submit a written report of violations to the Engineer within 5 Calendar Days of violation.

**00290.30(b) Pollution Control Plan (PCP)** - Add the following bullet:

- A site plan and narrative describing the methods of erosion/sediment control to be used to prevent erosion and sediment for Contractor's operations related to disposal sites, borrow pit operations, haul roads, equipment storage sites, fueling operations and staging areas.

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**00290.32 Noise Control** - Replace the first bullet with the following:

- Do not perform construction operations, including staging, within 1000 feet of any occupied dwelling unit on Sundays, legal holidays and between the hours of 8:00 P.M. and 7:00 A.M. on weekdays and between the hours of 8:00 P.M. and 8:00 A.M. on Saturdays, unless otherwise approved by the Engineer.

**00290.34(a) Regulated Work Areas** - Add the following to the end of this subsection:

The regulated work area is the area within the ordinary high water (OHW) elevation that is shown on the plans.

- For this Project, the regulated work area is the area at or below 280 feet elevation and between approximate stations 2+60 and 3+15.
- Perform work within the regulated work area only during the in-water work period. The in-water work period is from June 1 to October 15.

Submit a schedule to complete all work within the regulated work area within the in-water work period at least 10 days prior to the preconstruction conference.

**00290.34(b) Prohibited Operations** - Add the following bullets to the end of this subsection:

- Allow entry within the Regulated Work Area or between stations 2+60 and 3+15.
- Allow equipment to enter or work in or on the water.
- Allow entry within wetlands, a regulated work area, as shown on the plans
- Engage in activities in violation of the [US Army Corps of Engineers (Corps)] Nationwide Permit (NWP) No.14 and the [Department of State Lands (DSL)] Permit No. 52257-GP.

Add the following subsection:

**00290.34(c) Fish Protection Measures Required by Environmental Permits:**

**(1) General Equipment Requirements** - Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Before operations begin and as often as necessary during operation, steam clean all equipment that will be used below the regulated work area until all visible oil, grease, mud, and other visible contaminants are removed. Complete all cleaning in approved staging areas.
- Secure absorbent material around all stationary power equipment ( for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State and U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state and U.S.
- Do not cross directly through a stream for construction access, unless shown or approved.
- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- The volume of material filled or discharged into waters of the state or U.S. plus the volume excavated shall not exceed seven (7) cubic yards.

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- Do not apply surface fertilizer within 50 feet of any stream channel.

**(2) Water Intake Screening** - Install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27% open area and meeting the following requirements:

- Perforated plate openings shall be 3/32 inch or smaller.
- Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
- Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Choose size and position of screens to meet the following criteria:

Type	Approach Velocity <sup>1</sup> (Ft./Sec.)	Sweeping Velocity <sup>2</sup> (Ft./Sec.)	Wetted Area of Screen (Sq. Ft.)	Comments
Ditch Screen	≤ 0.4	Shall exceed approach velocity	Divide max. water flow rate (cfs) by 0.4 fps	If screen is longer than 4 feet, angle 45° or less to stream flow
Screen with proven self-cleaning system	≤ 0.4	–	Divide max. water flow rate (cfs) by 0.4 fps	–
Screen with no cleaning system other than manual	≤ 0.2	–	Divide max. water flow rate (cfs) by 0.2 fps	Pump rate 1 cfs or less
<sup>1</sup> Velocity perpendicular to screen face at a distance of approximately 3 inches <sup>2</sup> Velocity parallel to screen				

Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

**(3) Site Restoration** - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.
- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

**(4) Treated Wood** - Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.

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- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Pilings treated with ammoniacal copper zinc arsenate, chromated copper arsenate, or creosote may be installed below OHW provided that no more than 50 piles are used. No other use for treated wood or preservative type is allowed below or over the OHW.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

**(5) Piling Removal** - If a temporary or permanent piling will be removed, the following conditions apply:

- Install a floating surface boom to capture floating surface debris;
- Pile removal shall be isolated from the stream to minimize downstream turbidity impacts. This isolation may be accomplished with sediment curtain, sand bags, chain bottom floating sediment curtain, or other effective method.
- Keep all equipment (e.g., bucket steel cable, vibratory hammer) out of the water, grip piles above the waterline, and complete all work during low water and low current conditions;
- Dislodge the piling with a vibratory hammer, when possible; never intentionally break a pile by twisting or bending. The cost of the vibratory puller is incidental to the cost of Section 00501;
- Slowly lift the pile from the sediment and through the water column;
- Place the pile in a containment basin behind the shoreline without attempting to clean or remove any adhering sediment - a containment basin for the removed piles and any adhering sediment may be constructed of durable plastic sheeting with sidewalls supported by hay bales or another support structure to contain all sediment and return flow which may otherwise be directed back to the waterway;
- Fill the holes left by each piling with clean, native sediments immediately upon removal;
- Dispose of all removed piles, floating surface debris, any sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site.

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- The engineer shall be notified 24 hours in advance of pulling timber piling to be present to visually monitor the removal of piling.

**(6) Broken or Intractable Piling** - If a temporary or permanent piling breaks or becomes intractable, one of the following conditions applies:

- Make every attempt short of excavation to remove each piling, if a pile in uncontaminated sediment is intractable, breaks above the surface, or breaks below the surface, cut the pile or stump off at least 3 feet below the surface of the sediment;
- If a pile in contaminated sediment is intractable or breaks above the surface, cut the pile or stump off at the sediment level;
- If a pile breaks within contaminated sediment, make no further effort to remove it and cover the hole with a cap of clean substrate appropriate for the site

**(7) Disposal of Treated Timbers** - Dispose of temporary or permanent treated timber piling at a DEQ approved landfill. Payment for disposal of treated timbers is incidental to section 00501.

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

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712) will be performed by the Agency on behalf of the Contractor.

Attend an on-site pre-construction meeting with Agency environmental staff and its permitted agents to review activities that could harm nesting birds. Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds during the March 15 through August 31 nesting season.

Ensure that Agency and its permitted agents have access to the project areas as needed to prevent migratory bird nesting. Nesting prevention may include daily bird management activities including the installation and maintenance of devices that exclude birds.

Add the following subsection:

**00290.42 Work Containment Plan and System** - A work containment plan (WCP) and a work containment system (WCS) are required on this Project for removal of existing structures activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for removal of existing bridge activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (property, sensitive cultural or natural resources, the Regulated Work Area, or other features identified by Agency) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor's activities that require a WCP and WCS and to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Project Manager at least 10 Calendar Days before beginning WCS construction activities.

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The Agency reserves the right to stop work and require the Contractor to change the WCP methods and equipment before any additional Contract work, at no additional cost to the Agency, if and when, in the opinion of the Agency, that such methods jeopardize the safety of traffic, the integrity of the new structure, damage protected features, or destroy aquatic life or habitat in the Regulated Work Area.

Provide a WCP and a WCS according to the following:

**(a) Work Containment Plan (WCP)** - The WCP shall identify the prevention of delivery of construction debris, material or other contaminants to protected features, caused by the Contractor's construction operations including but not limited to mobilization, construction, maintenance, and demolition. Implement the WCP as approved. The WCP shall:

- Include relevant construction, operation, or demolition activities.
- Include a work containment system to provide complete containment measures that prevent construction waste, debris, rubble (for example: dust, concrete debris and saw cutting by-products, welding slag, and grindings) and work materials from damaging protected features.
- Not require any tree removal, clearing, or grubbing, unless approved by the Project Manager.
- Prohibit the use of treated timber.
- Prohibit the use of concrete form release agents within waters of the State and U.S., wetlands, drainage ditches, water quality facilities, or other water conveyances.
- Include full containment of fueling procedures.
- Require the WCS to be fire retardant or resistant to fire from welding slag, torch operation or any sparks from the Work.
- Require the WCS to be weather resistant.

**(b) Work Containment System (WCS)** - The WCS shall consist of a containment system that is rigid and in place before removal work begins, as described in the WCP. Design the containment system for not less than the system self-weight plus 25 psf live loading, or system self-weight plus debris weight plus removal equipment weight, or load combinations. Debris weight includes the possibility of a concrete form failure, concrete spills, and any other construction material load imposed on the containment system.

The WCS shall show specific attention to the need for special care in demolition work. Provide all required shoring, bracing, barricades, fencing, and other devices that may be required, and exercise all necessary precautions to fully protect pedestrian, vehicular, and navigation traffic, and to minimize disturbance to protected features and to prevent damage to the new bridge or other structures.

The WCS shall be designed and stamped by a registered Professional Engineer. Include all load assumptions and calculations and submit stamped working drawings to the Agency according to 00150.35.

The WCS must be approved by the Project Manager prior to implementation and any over-water concrete pumping. The WCS shall include all load assumptions and calculations used in the design, and a written plan for the Emergency Shut-Off Procedure.

**00290.51 Protection of Sensitive Cultural Sites** - Add the following to the end of this subsection:

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There are sensitive cultural sites on this Project. At the time of preparation of the Plans, there was one (1) site identified.

The Agency Archaeologist for this Project is Kurt Roedel. All contact with the Agency Archaeologist shall be through the Project Manager's office.

Contractor, Inspector, ODOT Regional Environmental Coordinator and Agency Archaeologist will discuss location of archaeological sites and high probability areas, prior to construction. Identify all No Work Zones with orange plastic mesh fencing from the QPL or lath and flagging, as shown.

Orange mesh fencing should be installed along the northern right of way line between Station 487+50 (or western project limits) and Station 490+10 (or Hamilton Creek).

**00290.90 Payment** - Add the following paragraphs to the end of this subsection:

The work containment plan and the work containment system will be paid for at the Contract lump sum amount for the item "Work Containment Plan and System".

Partial Payments will be made as follows:

- When the initial WCP is approved.....20%
- When 30 percent of the Contract is complete, excluding advances on materials.....20%
- When 60 percent of the Contract is complete, excluding advances on materials.....20%
- When 90 percent of the Contract is complete, excluding advances on materials.....20%
- At completion of the Contract and all waste is removed from the Project site and all reports, receipts, and documents have been submitted.....20%

Payment will be payment in full for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified. Payment includes providing and updating the work containment plan and for designing, constructing, maintaining, and removing the containment system.

No separate or additional payment will be made for restoration of staging areas.

No separate or additional payment will be made for orange mesh fencing or lathe and flagging.

**SECTION 00296 - PAINT AND PAINTED MATERIALS**

Section 00296, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00296.00 Scope** - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to these specifications.

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The paint on the existing railing on Upper Berlin Drive Bridge has been tested and is not suspected to contain lead. Removal of paint from the railing is not required. However, due to the history of the bridge, as a condition of the bridge replacement project, any painted wood that is removed shall be randomly swab tested to confirm the absence of lead-based paint. If a swab test indicates a positive result for lead content, then all provisions provided below that pertain to lead containing paint apply.

Unless otherwise tested, assume that all coatings contain lead, chromium, and cadmium and handle paint and painted materials accordingly during demolition.

### **00296.03 Submittals** - Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
  - Disposal and recycling facility permits.
  - Transport manifests and bill-of-ladings.
  - All reuse, recycling, and disposal receipts.
  - All analytical test results.

**00296.04 Documentation** - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

### **Labor**

**00296.30 Personnel Qualifications** - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the structures.

### **Construction**

**00296.40 Handling** - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish removal activities.

**00296.41 Responsibilities** – Contain all paint grindings or debris and store and dispose of paint grindings or waste in compliance with all applicable rules and procedures set forth by DEQ, OSHA, OR-OSHA and the EPA.

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Prior to lead paint removal, perform an employee-exposure assessment and provide documentation, exposure monitoring, employee training, medical surveillance, signage, respiratory protection and personal protective equipment, in accordance with 29 CFR 1910, 1926 and 1926.62; OAR 437 Division 3 Subdivision D; and all other applicable State and federal regulations.

Set up containment that prevents the release of paint grindings or debris to the environment according to 00290.42.

Store all paint grindings, painted debris and any other potentially hazardous waste as hazardous waste until analytical results demonstrate it is non-hazardous. Ensure hazardous waste containers are clearly and visibly labeled with the contents and accumulation start date, compatible with the contents and in good condition. Store them in a designated weather-protected area that is secured from public access, has secondary containment adequate to contain a release, and has sufficient aisle space to safely maneuver containers and respond to spills (minimum 30 inches). Even if the amount of hazardous waste generated meets the Conditionally Exempt Generator (CEG) classification per 40 CFR 261.5, comply with the small quantity generator (SQG) requirements for storage and contingency planning as set forth in 00290.20(d). Such compliance includes limiting storage to 180 days or less and to 2,200 pounds or less, as well as posting a written modified contingency plan with emergency response procedures and contact information.

If hazardous waste will be treated on-site, obtain approval from DEQ and the Engineer for each specific treatment or recycling process, treat wastes within accumulation tanks or closed containers that meet RCRA requirements, conduct treatment within the storage time for the applicable generator category, maintain current copies of all required notifications and waste analysis plans readily available on site and request DEQ technical assistance prior to starting any on site recycling or treatment. Note that treating paint grindings with a binding agent after removal from the structure constitutes on-site treatment. However, using grit that contains a binding agent during the removal process or applying a binding agent to the paint prior to removal does not constitute on-site treatment of a hazardous waste.

Immediately notify the Engineer if the amount of hazardous waste generated (paint waste plus all other forms of hazardous waste generated on site) exceeds the CEG classification per 40 CFR 261.5. If the quantity of hazardous waste generated in a month changes the generator category, immediately implement the requirements for the new category and comply with them for the rest of the year. Complete the new documentation and training requirements within 30 days.

If the amount of hazardous waste generated or stored on the Project exceeds the CEG requirements, or otherwise requires one, obtain a hazardous waste identification number from DEQ as required in 00290.20(d).

Complete and sign all required manifests and bill-of-lading forms for proper transportation and disposal of lead based paint materials as set forth in 00290.20(d).

Maintain all required waste management records and submit copies to the Engineer and maintain copies as set forth in 00290.20(d).

### **00296.41(a) References:**

Environmental Protection Agency, Title Code of Federal Regulation, 40 CFR, Parts 260 through 268.

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OSHA Standards and Regulations, Title Code of Federal Regulation, 29 CFR, Parts 1910 and 1926.

Oregon Administrative Rules, Chapter 340, Divisions 100, 101, 102, 135 and 142.

Oregon Administrative Rules, Chapter 437, Division 3, Subdivision D.

Oregon Revised Statute Rules, Chapters 465 and 466.

**00296.44 Painted Wood Management** - Dispose of painted wood at a permitted municipal solid waste landfill or a permitted construction and demolition landfill, according to the DEQ "Hazardous Waste/Toxics Reduction Policy Clarification: Management of Building Demolition Waste" Policy 1997-PO-002A.

**00296.45 Non-Hazardous Waste Paint Management** - When non-hazardous paint is separated from its substrate, contain all the paint waste and dispose of it at a permitted municipal solid waste landfill.

**00296.46 Hazardous Waste Paint Management** - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

### **Measurement**

**00296.80 Measurement** - No measurement of quantities will be made for work performed under this Section.

### **Payment**

**00296.90 Payment** - No separate or additional payment will be paid for work performed under this Section.

The above payment for this section is based on the premise that lead will not be detected in swab testing of painted timbers during removal of the bridge rail. If lead is detected then additional payment will be provided as determined by Sections 00140 and 00196 of the Specifications for additional work required as it pertains to handling and disposal of lead containing hazardous materials and wastes.

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

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

**00305.00 Scope** - This work consists of all surveying activities necessary to control the many phases of work required to construct the Project to the lines and grades as shown, specified, or established.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

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Plans, specifications and other data necessary to lay out the work will be available for inspection at the Project Manager's office. The Contractor will be furnished a copy of these documents.

**00305.01 Definitions** - Following are definitions of words and phrases used in this subsection:

**Confidence Points** - Random points measured in the field within the boundary of a digital terrain model (DTM), the purposes of which are to verify the accuracy of the DTM and to provide evidence just prior to construction that the DTM is a reasonable representation of the original ground for computation of volumes and pay quantities. Similarly, confidence points are used to verify that a constructed grade has been built according to the design DTM. Additional information is available from the Engineer.

Confidence point locations follow these guidelines:

- Randomly selected without regard for the location of DTM points or triangles
- Evenly distributed over the entire DTM area to be validated
- Proportionately distributed between confidence point classifications as applicable
- At a density sufficient to validate the surface, generally ten per instrument location as used in collecting DTM data or if not applicable, as in data collected photogrammetrically, 2% of DTM points

**Control Network** - An array of control stations either established by the Contractor or provided by the Agency.

**Control Station** - Any item identified in the Project records as having a position and/or elevation on the Project datum and intended to be used to control the many phases of the construction work.

**Digital Terrain Model (DTM)** - An electronic computer model of the shape of the ground.

**Reference Stakes** - Stakes set away from but with information relating back to the intended location and/or grade.

**Slope Catch** - The location where a design slope intersects the existing ground and where excavation or embankment work should begin to provide the intended earthwork.

**Slope Staking** - The process of using measurements and calculations in the field to determine the slope catch. Slope staking shall normally include setting stakes to mark the slope catch and setting a reference stake for every catch stake.

**Stakes** - Stakes, nails, marks, string lines, or other devices or mechanisms set or established for the purpose of indicating or controlling the location, orientation, or grade of any feature intended for construction, or for the purpose of limiting or influencing the construction work.

**Staking** - The act of placing stakes.

**Survey Marker** - Any survey monument, control station, or stake.

**Survey Monument** - Any natural or man-made item specified or identified in a property deed, boundary survey, government document, or other instrument of public record, when the

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

purpose of said item is to mark or reference a property boundary, geographical location, elevation, or other position.

**Surveyor** - The individual designated by the Contractor and licensed in the state of Oregon as a Professional Land Surveyor and placed in "responsible charge" of the survey work as defined in ORS 672.002(6)(b).

**Temporary Bench Mark (TBM)** - A control station established for the purpose of providing vertical control for the Project. A TBM may or may not have an established horizontal position.

**00305.02 Mandatory Pre-Survey Conference** -The prime Contractor, subcontractors, surveyor, survey crew leader, and all surveying personnel who are to be involved in the survey work shall be present at the preconstruction meeting or meet with the Project Manager two weeks prior to beginning survey work. The purpose of this meeting will be to discuss methods and practices of accomplishing required survey work.

**00305.03 Review by the Engineer** -The Engineer may periodically review the notes, calculations and layout work, including field locations, for compliance with these specifications. Survey work that does not meet the tolerances in 00305.40 may be rejected, and the work redone at the Contractors expense to meet the tolerances.

Review by the Engineer does not constitute approval or acceptance of the work, nor does it relieve the Contractor of responsibility for performing work in conformance with the plans and specifications.

**00305.04 Agency Responsibilities** - The Agency Shall perform or provide the following items of work:

- Provide copies of plans and specifications.
- Establish initial horizontal and vertical control stations in the proximity of the Project.
- Provide horizontal and vertical alignment data.
- Provide cross section finish grade elevations.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.
- Review Contractor's work and records periodically.

**00305.05 Contractor Responsibilities** - The Contactor shall perform or provide the following items of work:

- Make calculations, field notes and survey drawings for the layout and control of the work as are necessary to construct the Project as specified
- Provide original or copies of notes, calculations and drawings as requested.
- Preserve survey monuments and control stations according to 00305.70 and as governed by applicable law.
- Give the Engineer such facilities and assistance in establishing lines, grades and points as the Engineer may require.
- In the case of alterations, which involve any changes in stakes, the Contractor shall cooperate with the Engineer and facilitate the prompt re-establishment of field control for the altered or adjusted work.
- Replace and augment control stations as necessary to control the Project.

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- Establish additional control stations as necessary to control the Project.
- Perform slope staking necessary for construction of earthwork including intersections and matchlines.
- Set stakes defining limits for clearing. Set stakes defining approximate right-of-way and easements.
- Set stakes to define construction centerline, centerline offsets, detour lines, or other lines necessary for control of the Project work.
- Set stakes to define the work, that may include but is not limited to the following:
  - Roadway location and grade. Set stakes and/or hubs at 50 foot intervals on tangents and 25 foot intervals on curves
  - Controls for sanitary and domestic water systems
  - Fences and gates.
  - Guardrail, barrier, barricades, and associated features.
  - Traffic delineators, reflectors, and guide devices.
  - Temporary and permanent signing \*
  - Temporary and permanent pavement striping and pavement marking devices.
  - Poles and footings, cabinets, junction boxes, sensors, and other features associated with illumination and signal facilities \*
  - Curbs, walks, stairs, walls, mailboxes, and other miscellaneous structures \*
  - Pipes, manholes, inlets, weirs, settlement basins and other storm water, drainage and water quality structures and facilities \*

\*This includes field verification of fit and functionality or as instructed by the Engineer.

  - Landscaping items.
  - Earthwork features including guardrail flares and mounds, berms, and mounds
  - Buildings and other structures and facilities.
  - Other incidental survey work common to this type of construction project.
  - Environmental impact mitigation features.
- For bridge work, supply survey drawings depicting the location and elevations of the elements of substructure and superstructure and place stakes for features including, but not limited, to the following:

### Substructure:

- Piling
- Footings
- Columns, walls, and abutments
- Pile caps and cross beams
- Bearing pads or devices

### Superstructure:

- Horizontal alignment and deck edges
- Soffit grades
- Seismic restraints
- Wing walls and retaining walls

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- Bridge end panels
  - Deck elevations
  - Railings
  - Deck drains and other bridge drainage facilities
- 
- Set reference stakes and elevations in the vicinity of the structure work, as are necessary for the Engineer to check the layout. This may include establishment of a control network.
  - Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.
  - Complete a Post-Construction survey of monuments and control stations and submit as-built documentation to County Surveyor's Office.

**00305.06 Survey Methods** - Survey procedures shall be appropriate for the equipment being used and be according to current Agency practices.

New survey procedures that are not according to current Agency practices shall be submitted to the Engineer for review 21 days prior to conducting the work. The surveyor may be required to demonstrate the capabilities, accuracy, and reliability of the intended procedure. The Engineer will evaluate the procedure and intended application and provide approval or rejection within 21 days. Work may proceed immediately upon approval of procedures by the Engineer.

Survey equipment must be properly calibrated and kept in good repair.

**00305.07 Survey Work Records** - Contractor's survey personnel shall maintain a Project daily record of work performed by the survey crew. The daily record shall contain the date, crew names, type and location of work, and work accomplished. Upon request, furnish a copy of diary entries to the Engineer. Furnish a final copy of the diary when the Project is complete.

Contractor's survey personnel shall make all field notes and calculations in a manner consistent with current Agency practices and on forms provided or approved by the Engineer. Computations, survey notes and other records necessary to accomplish the work shall be neat, legible and complete. Furnish copies of computations, notes and other records when requested by the Engineer.

When a Project affects any permanent change to vertical clearances within the traveled way, notification will be provided immediately to the Agency.

When a Project temporarily restricts any vertical clearances notification will be provided immediately to the Agency.

For bridges, furnish all computations, layout notes, and drawings of the structure to the Engineer for review 7 Calendar Days before beginning construction.

Upon completion of construction staking and prior to final acceptance of the Contract, furnish to the Engineer, computations, survey notes, Project records and other data used to accomplish the work. Include an itemized list of the data.

All data and original documentation associated with the Project will become the property of the Agency.

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**00305.08 Communication with the Surveyor** - The Engineer has the right to communicate directly with the surveyor.

**00305.20 General** - The method of exchange of electronic data will be mutually agreed upon at the pre-construction conference.

**00305.21 Electronic Data** - The Engineer will not be responsible for any data translations. Compressed data provided by the Engineer or the Contractor will be in a "self-expanding executable" format. The method of exchange of electronic data will be mutually agreed upon at the pre-survey conference.

### (a) Data Formats Provided by the Engineer:

- **CAD (graphics) Files** - AutoCAD Civil 3D 2009 (.DWG) format.
- **Horizontal Control Coordinates** - ASCII Coordinate File format.
- **Elevations** - ASCII Elevation File format.
- **Horizontal Alignments** - AutoCAD Civil 3D ASCII Horizontal Alignment format.
- **Vertical Alignments** - AutoCAD Civil 3D ASCII Vertical Alignment format.
- **DTM Data** - AutoCAD Civil 3D DTM or AutoCAD Civil 3D (.DWG) format.
- **Cross Section Data** - Cross Section or Station, Offset and Elevation (SOE) File Format.

### (b) Data Formats Provided by the Contractor:

- **DTM Data** - AutoCAD Civil 3D DTM or AutoCAD Civil 3D (.DWG) format.
- **CAD (graphics) Files** - AutoCAD Civil 3D (.DWG) format.
- **"As Staked" Coordinate Data** - ASCII Coordinate File format.
- **Confidence Points** - ASCII Coordinate File format.
- **Vertical Control Point Elevations** - ASCII Elevation File format.
- **Coordinates of Miscellaneous Survey Points Set** - ASCII Coordinate File format.

**(c) Data Format Details** - Data exchanged between the Agency and the Contractor will be in the following formats as referred to in this subsection:

#### (1) ASCII Coordinate File Format:

Point ID	Northing	Easting	Elevation	Feature Description
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- Point IDs are Numeric up to 8 characters long.
- Coordinates/Elevations are decimal numbers in the units required by the Project.
- Feature names are up to 8 character alphanumeric codes.
- Descriptions may be up to 27 characters and may contain any combination of printable ASCII characters.
- Columns may be separated by spaces or commas.
- Name all ASCII coordinate files with an extension of .txt.

Example:

<u>Point ID</u>	<u>Northing</u>	<u>Easting</u>	<u>Elevation</u>	<u>Feature Description</u>
105	216473.675	576231.905	102.562	SET_NTW 1/2 in iron rod

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**(2) ASCII Elevation File Format:**

Point ID	Elevation	Description
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- Point IDs are Numeric up to 8 characters long.
- Elevations are decimal numbers in the units required by the Project.
- Descriptions may be up to 27 characters and may contain any combination of printable ASCII characters.
- Columns may be separated by spaces or commas.
- Name all ASCII elevation files with an extension of .txt.

Example:

<u>Point ID</u>	<u>Elevation</u>	<u>Description</u>
425	542.768	TBM12, n.w. bolt on lum

**(3) Cross Section or Station, Offset and Elevation (SOE) File Format:**

Station	Offset	Elevation
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- The station values should be in ascending order.
- For each station, the offsets should be in ascending order from left to right.
- Name all cross section data files with an appropriate extension.

Example: (This example shows metric units. Provide data in English units.):

Station	Offset	Elevation
20+02	- 26.500	260.617
20+02	- 10.606	268.664
20+02	- 2.500	269.012
20+02	0.000	269.045
20+02	3.500	269.007
20+02	12.650	263.004

**00305.30 Materials** - Furnish all materials including supplies, clothing, and incidentals required to accomplish the work. Use materials of good quality and suitable for the purpose intended. Stakes, hubs, and guinnies are to be of sufficient length to provide a solid set in the ground. Mark the stakes in such a way as to remain legible for the intended duration. Provide and use safety equipment required by State and federal regulations.

**00305.31 Survey Equipment** - Furnish survey equipment required to accomplish the work that meets the following requirements:

- Components designed to work together.
- Suitable for the purpose intended.
- Capable of achieving specified tolerances.
- In good operating condition.
- Maintained to meet manufacturers specifications.
- Kept in proper adjustment throughout the duration of the Project.

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Submit documentation on survey equipment that is new to the industry, to the Engineer for review 21 days prior to its use. The Engineer will evaluate the equipment and intended application and provide approval or rejection within 21 days. Equipment may be used immediately upon approval by the Engineer.

**00305.32 Personnel** - Provide technically qualified personnel capable of performing required tasks in a timely and accurate manner. Perform work under the direction and review of the Surveyor.

The Surveyor is responsible for:

- Maintaining registration as a Professional Land Surveyor in the State of Oregon.
- Performing or validating requirements for procedures and testing of equipment.
- Maintaining familiarity with the site conditions and progress of the Project.
- Becoming familiar with the plans and specifications.
- Determining notes and documentation required for types of survey work.
- Determining the accuracy required for each survey stake.
- Using appropriate equipment and methods.
- Keeping close communication with the Project inspector(s), Project Manager, and Agency survey crews working on the Project.
- Being familiar with the varying construction survey requirements of each aspect of the Project, including the various bridge construction techniques when applicable.
- Notifying the Project inspector of conflicts and changes necessary due to utilities, match point variations, design revisions, or other variables.

The survey crew leader is responsible for:

- Becoming familiar with the plans and specifications.
- Keeping close communication with the Project inspector(s), Project Manager, and Agency survey crews working on the Project.
- Notifying the Project inspector of conflicts and changes necessary due to utilities, match point variations, design revisions, or other variables.

**00305.40 Construction Staking Tolerances** - Set stakes or other devices at an adequate frequency and within the following tolerances:

Item	Horizontal	Vertical
Box Culverts	± 0.10 ft	± 0.05 ft
Bridge Substructures	± 0.03 ft	± 0.03 ft
Bridge Superstructures	± 0.02 ft	± 0.02 ft
Clearing and Grubbing Stakes	± 1.00 ft	n/a
Construction Centerline Control Points	± 0.05 ft	n/a
Construction Centerline Station Points	± 0.10 ft	n/a
Curbs, Walks, and Bikepaths	± 0.03 ft	± 0.20 ft
Grade Stakes - Roadway Subgrade	± 0.20 ft	± 0.20 ft
Grade Stakes - Top of Rock	± 0.20 ft	± 0.20 ft
Grade Stakes - Roadway Finish	± 0.10 ft	± 0.20 ft
Manholes, Inlets, and Culverts	± 0.10 ft	± 0.20 ft
PCC Pavement	± 0.10 ft	± 0.20 ft

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<b>Item Cont.</b>	<b>Horizontal</b>	<b>Vertical</b>
Slope Stakes and References	± 0.30 ft	± 0.20 ft
Traffic Markings	± 0.20 ft	n/a
Walls - Retaining, MSE, Sound, etc.	± 0.10 ft	± 0.02 ft
Wetland Mitigation Control Stakes	± 0.20 ft	± 0.20 ft
Luminaire and Signal Poles (incl. ftgs.)	± 0.20 ft	± 0.02 ft

Miscellaneous items not listed above will have a horizontal and vertical tolerance of 0.02 foot, unless otherwise directed. Features that are to be constructed flush to another surface should take on the same tolerance as that surface.

Tolerances for special circumstances will be discussed at the pre-survey meeting.

These staking tolerances are not cumulative to the construction tolerances identified for the appropriate items in which construction tolerances are required.

**00305.41 Slope Stakes and References** - Set slope stakes and references on both sides of centerline at 50 foot stations on tangents, at 25 foot stations on curves, and at terrain breaks and changes in the typical section. Establish slope stakes in the field as the actual point of intersection of the design roadway slope with the existing ground line. Direct staking of the theoretical (computer generated) slope stake catch point requires prior approval of the Engineer.

Set slope stake references farther out from centerline than the actual catch point. Include all reference point and slope stake information on the reference stakes.

If an automated slope staking routine is intended to be used, the system shall be able to perform the proper superelevation, lane transitions, and benching, as well as duplicate other details in the design surface. The system shall record field modifications made to the final catch slopes. Any modifications shall be recorded and provided to the Engineer.

Record the actual as staked (three dimensional) position of the slope and reference stakes. Prepare field notes showing slope stake and reference information, and provide to the Engineer.

**00305.42 Clearing Limits** - Set clearing limit stakes according to Section 00320. Space clearing limit stakes at intervals not greater than 50 feet on tangents and not greater than 25 feet on curves, or as directed.

**00305.43 Grade Stakes** - Set grade stakes or other control for grade elevation and horizontal alignment. Set grade stakes at each grade break line. Set additional points at intervals, as necessary, not to exceed the width of the grading equipment, or as approved by the Engineer.

Set these rows at 50 foot stations on tangents and at 25 foot stations on curves, or as required in special situations, as in road connections and other areas where conditions require tighter spacing of grade stakes to assure grade and alignment.

Stakes and hubs shall be checked by the inspector as a representative of the Engineer. Do not begin placement of the next course until the Engineer has accepted the grade and approval is given to proceed.

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**00305.44 Walls** - Set stakes or other devices to control the location and elevation of walls, including retaining walls, geotextile walls, wing walls, sound walls and other walls as specified. Provide horizontal and vertical control for elements of wall(s) including but not limited to footings, leveling pads, batter slope and direction, and top elevation. Stake drainage facilities, electrical conduits water pipes and other items shown or identified that are to be integrated into the construction of the wall(s).

**00305.45 Pipes and Culverts** - Stake pipes and culverts to fit field conditions. Their location may be different from the plans. Perform the following:

- Determine the roadbed slope catch points at the inlet and outlet of pipes and culverts.
- Set reference point offsets to pipes and culverts. Record information necessary to determine structure length and end treatments.
- Stake ditches or grade to make pipes and culverts functional.
- Submit a copy of the field notes to the Engineer by the next working day following completion of the staking work.

**00305.47 Manholes and Inlets** - Determine the location of manholes, inlets, siphon boxes, slope protectors, and other similar structures. This may require an approved field adjustment to the planned location in order to avoid obstacles or assure placement at the low point. Determine the elevation of the center of the grate.

Set a stake referencing the center of the structure. Set a guard stake with the following information written on it:

- Type of structure
- Centerline station
- Centerline offset
- Reference distance
- Cut or fill to top of structure
- Center of structure elevation

**00305.50 Horizontal Control** - Establish horizontal control stations using Theodolite/EDM network or static GPS techniques. Least squares adjustments shall be applied to either method. The use of traverses will be permitted only if approved by the Engineer.

Preserve all Agency provided and Contractor established horizontal control stations for the life of the Project. If the horizontal control network cannot be preserved in its original position during construction or if the Agency provided control stations are not of adequate quantity or location, establish a secondary horizontal control network using the original control as a basis. This secondary control network may then be used by the Contractor to layout all construction items and may be used by the Agency for right-of-way monumentation and for other purposes.

**(a) General Specifications** - Horizontal control networks shall conform to these general requirements in addition to Theodolite/EDM or GPS specifications to follow.

**(1) Equipment:**

- Use tripods for all occupations with theodolite, target, or GPS antenna.
- Test all components and adjust according to manufacturer specifications.

**(2) Procedures:**

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- Include in field notes a detailed point description and vicinity sketch for each control station and survey monument established or used.
- Prior to using 2 points for the basis of bearing, perform an analysis to verify that the points are actually those indicated in the record.
- Control station monuments shall conform to the requirements of the Agency "Right-of-Way Monumentation Policy" available from the Engineer.
- If available, include at least three existing control stations in establishing any control network.
- Establish a point identifier for each control point within the range of 1 - 399. Alphanumeric point identifiers up to eight characters may be used. Inscribe the point identifier on the monument.

**(3) Acceptance Standards** - At least squares adjustment shall be accepted based on the following criteria for all specified tolerances.

- Two-thirds of all values shall be within the total tolerance.
- 100% of all values shall be within 3 times the total tolerance.
- Tolerance for confidence regions at the 95% level is 0.05 feet + 50 ppm based on the shortest distance to the nearest unadjusted control station.

**(4) Data Requirements:**

- Field notes containing a detailed point description and vicinity sketch for each control station and survey monument established or used.

**(b) Theodolite/EDM Networks:**

**(1) Equipment:**

- Use Theodolites with a maximum angular standard of error no greater than  $\pm 6$  seconds.
- Use EDMs with a maximum distance standard error no greater than  $\pm 0.02$  feet  $\pm 5$  ppm.
- All components shall be of compatible accuracy and designed to be used together.

**(2) Field Procedures:**

- Include distance measurements with all observations unless impractical.
- Have at least one redundant observation for every point in the network.
- Triangulation, trilateration, and resection methods are acceptable.

**(3) Acceptance Tolerances:**

- Tolerance for angle residuals is  $\pm 3$  seconds.
- Tolerance for distance residuals is  $\pm 0.02$  feet  $\pm 2$  ppm.

**(4) Data Requirements** - Provide the following to the Engineer for each network or circuit established:

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**Raw Data Files** - These are electronic data files containing original measurements produced by the Theodolite (total station) The file shall contain:

- Observation data for each measurement, including:
  - point identifier
  - direction, plate reading, or horizontal angle
  - vertical or zenith angle
  - slope distance
- Supplemental measurement data, including:
  - distance units recorded
  - angular units recorded
  - curvature and refraction correction applied
  - atmospheric correction applied
  - prism correction applied
  - Codes or instructions to the processing software on how to process the data.
  - Atmospheric conditions at the time of the survey.
  - Angular and distance units recorded, and whether the distance has been corrected for curvature and refraction and/or atmospheric conditions.

**Set Reduction Report** - This report summarizes the reduction of the angle sets and mean distances.

### (c) GPS Networks:

#### (1) Equipment:

- GPS receivers shall be dual frequency geodetic receivers with a manufacturer-specified accuracy of  $\pm 0.02$  feet  $\pm 1$  ppm or better.
- All components shall be of compatible accuracy and designed to be used together.

#### (2) Field Procedures:

- Ensure that satellite geometry during the field observation phase is sufficient to produce accurate results. The geometric dilution of precision (GDOP) shall not be greater than 8.
- The number of healthy satellites being observed at any time shall be four or more.
- The elevation mask shall be not less than 15 degrees.
- Horizontal survey measurements, once completed, shall form a closed figure, and shall be connected to at least two existing horizontal control stations.
- Network shall be comprised entirely of independent baselines.
- Adjacent stations shall have direct connections.
- Every station shall be connected to two or more stations.

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- Receiver documentation shall be followed for observation times and epoch intervals.
- Each control station shall be occupied no less than twice, of which two occupations shall be separated from each other by time. Separation shall be measured start-time to start-time. Separation shall be 90 minutes or more from initial occupation and 90 minutes or more from any 12 hour multiple thereafter for 30 days. Additional occupations beyond two are not subject to time restrictions.
- Back-to-back occupations of 90 minutes or more shall be separated by off leveling and re-setting the tripod and rotation of the tribrach or leveling equipment by 120 degrees or more.
- Stations closer together than 1,500 feet shall be connected with terrestrial observations.
- Inter-visible stations closer together than 3,000 feet shall be connected with terrestrial observations.

### (3) Acceptance Tolerances:

- Tolerance for linear residuals in latitude, longitude, and elevation is  $\pm 0.05$  feet.

### (4) Data Requirements - Provide the following to the Engineer for each network established:

- **Receiver Independent Exchange (RINEX) Data Files** - These are industry-standard non-proprietary electronic data files containing original data collected by the receiver. The provided files shall contain all data supported by both the RINEX file format and the equipment and software employed in the survey. Files provided shall include as a minimum:
  - GPS observation data file
  - GPS navigation message file
- **Observation Log Sheet** - This log includes, for each observation, start and stop times, and antenna height including measurement procedure.

### (d) Traverses:

#### (1) Equipment:

- Identical to requirements for Theodolite/EDM networks.

#### (2) Field Procedures:

- Include distance measurements with all observations unless impractical.
- Close both traverse for angle and distance.

#### (3) Acceptance Standards - Closure shall be a minimum of 1:20,000 after angular adjustment and prior to coordinate adjustment.

#### (4) Data Requirements - Provide the following to the Engineer for each traverse established:

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- **Adjustment Report** - This report contains details of the traverse adjustment, including adjusted coordinates.
- **Other Reports** - All data required for Theodolite/EDM networks except least squares adjustment report.

**00305.51 Vertical Control** - Establish vertical control stations using differential leveling and third order or better equipment and techniques. The development of vertical control by techniques other than differential leveling must be approved by the Engineer.

The Agency provided and Contractor established vertical control stations shall be preserved for the life of the Project. If the vertical control network cannot be preserved in its original position during construction or if the Agency provided control stations are not of adequate quantity or location, establish a secondary vertical control network using the original control as a basis.

This secondary control network would then be used to layout all construction items and may be used by the Agency for other purposes.

### (a) Field Procedures:

- Use a compensated (or "automatic") optical level or compensated digital level.
- Use precise non-adjustable rod(s) unless otherwise directed. Do not use "Lenker" or self-computing rods.
- Use a rod level with each rod.
- Include a minimum of two published bench marks in each circuit unless otherwise directed.
- If the circuit between benches does not close within the tolerance stated below, close circuit back to the starting point.
- If the use of one benchmark is approved, close circuit back to the starting point.
- Select turning points that are firm, solid objects with a defined high point. Set a nail, spike, or stake if no existing items are acceptable. Turning plates with a weight of not less than 4.5 pounds may be used.
- Balance backsight and foresight distances to within 30 feet on each setup and to within 30 feet on the entire circuit.
- Make a record of the rod reading(s) and the observation distance on each sighting
- Set TBMs near significant construction items (bridges, intersections, and other locations where elevations will be needed) and not more than 1,000 feet apart throughout the Project.
- Select TBM monuments that are firm, solid objects with a defined high point, not likely to be moved by human or natural influences, readily identifiable, and out of the path of construction. Do not use guardrails or highway signs.
- Include detailed point descriptions and vicinity sketch in field notes.
- Take field notes when recording measurements electronically. Include data and information not electronically measured and recorded.

**(b) Acceptance Standards** - Each leveling circuit shall be accepted based on the "point-to-point" or "closed-loop" limits described below.

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- Accept point to point circuit based on the following. Error of closure shall be no greater than:

$$\text{Allowable Error} = 0.05 \text{ ft. } \sqrt{D}$$

D = Shortest level line distance in miles

- If a closed loop, the error of closure shall be no greater than:

$$\text{Allowable Error} = 0.035 \text{ ft. } \sqrt{E}$$

E = Perimeter of level loop in miles

**(c) Data Requirements** - Provide the following to the Engineer for each network or circuit established:

- **Raw Data** - These are hand written field notes or hand written field notes accompanied by electronic data files containing original measurements produced by the level. The file shall contain:
  - Data for each measurement, including a:
    - point identifier (within a range of 400 - 499 and also inscribed on the monument)
    - rod reading
    - observation distance.
  - Supplemental measurement data, including:
    - distance units recorded
    - curvature and refraction correction applied

**00305.52 Bridges** - Set stakes, nails, or other devices to control the location and elevation of the various parts of bridges and progressive phases of construction. Provide horizontal and vertical control for all elements of bridge construction. Stake drainage facilities, electrical conduits, water and sewer pipes, pedestrian and bicycle facilities, traffic signal and sign supports, illumination devices, and other items shown or identified that are to be integrated into the construction of the bridge.

Identify marks or provide field notes or reports to the Engineer. Such provision of information shall be adequate for the Engineer to review the location and elevation of the mark for the intended purpose prior to incorporating material that is based on the mark.

**(a) Bridge Survey Control Stations** - Use the smallest number of original Project control stations as is practical for establishing positions and reference points for bridge construction on one bridge. Use of multiple control stations will increase the probability of incorporating error into the construction. Use control stations that are as closely related mathematically as practical. The Contractor may establish additional control stations as necessary to complete the survey work. Additional control stations shall be established in such a manner as to provide the accuracy needed to meet the tolerances in Section 00305.

Original Project stations shall be used only after the following evaluation is completed for each bridge:

## Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway

- supply a list of original Project horizontal and vertical control stations intended by the Contractor to be used in establishing positions on a given bridge.
- Measure relative positions of original Project horizontal control stations intended to be used.
- Measure elevation differences between original Project vertical control stations intended to be used.
- Supply horizontal and vertical measurement data to the Engine
- Compare measured values with those computed from original horizontal network coordinates and vertical network elevations.
- Any discrepancy of concern to either the Contractor or the Engineer will be resolved before that combination of control stations is used.

### (b) Layout Marks and Reference Points:

**(1) Substructure** - Stake, reference, or otherwise identify locations, orientations, and elevations necessary for placement of substructure components, including but not limited to cofferdams, piling (including batter), drilled shafts, footings, columns, abutments, caps, cross beams, bearing devices, temporary supports or falsework, and excavations and embankments associated with any of the above.

Verify and document the locations, elevations and spatial relationships with adjacent substructure components. On bridges where prefabricated beams will be used, measure and document span lengths between bearing devices at each beam location as soon as practical. Supply a copy of such documentation to the Engineer for review before the next stage of construction.

Compute the final elevations after studying the plans, specifications, and shop drawings. Adjust the grades as needed to compensate for camber or prefabricated beams, chording of beams across the low side of superelevations, width of flat beams on superelevated surfaces, and any other factor resulting from design or construction methods.

**(2) Superstructure** - Stake, reference, or otherwise identify locations, orientations, and elevations necessary for placement of superstructure components, including but not limited to beams, girders, diaphragms, earthquake restraints, deck, rails, structure mounted traffic control and illumination devices, and concrete forms, temporary supports or falsework, and excavations and embankments associated with any of the above.

Stake alignment of structure as needed at each stage of construction. Stake alignment of poured-in-place items at 10 foot stations or as established by the Engineer. Stake alignment for the following items as needed to maintain the horizontal tolerance defined in section 00305:

- Outside edge of girder(s)
- Face(s) or centerline(s) of internal girders or stem walls
- Edge of deck
- Alignment of grade breaks
- Pedestrian and bicycle facilities
- Rails and railings

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Stake grades at each stage of construction stake grade of poured-in-place items 10 foot stations, or as established by the Engineer. Apply corrections to design grades based on the dynamics of the evolving structure. Corrections that may be required depend upon the design of the bridge and the construction methods employed. Provide correction values to the Engineer at least 15 working days prior to incorporating into the structure. The following list is examples of possible corrections:

- Design camber (upward adjustment to compensate for anticipated deflection)
- Structural deflection (deflection of the bridge under its own increasing weight)
- Structural shifting (dynamics of the bridge under eccentric loading)
- Falsework deflection (deflection of falsework beams under increasing weight)
- Falsework crush (compression of falsework supports under increasing weight)
- Form crush (compression of forms under increasing weight)
- Equipment deflection (deflection of deck finishing machine or deck rails)
- Other adjustments to staked value to achieve the design grade.

**(c) Bridge Deck Grades** - Set stakes or other devices to control the deck grade elevations. The exact process will depend upon the type of deck and the equipment being used.

**(1) Portland Cement Concrete Deck** - The surveyor and survey crew leader shall attend the first of the two deck pre-placement conferences, described in the Oregon Standard Specifications for Construction, subsection 00540.02(a), required for each deck placement.

Control of a PCC deck may involve significant work with the deck placement crew to establish control for a deck finishing machine. Rails for supporting the deck finishing machine are generally set up on either side of the deck. Each rail is held up by adjustable supports every 5 feet. Adjust the rail at each support to the desired grade while the rail is supporting the weight of the finishing machine. Corrections may need to be applied as listed in subsection 00305.52(c-2)

**(2) Asphalt Concrete Deck** - Control of an AC deck will not generally involve as many variables as PCC. An AC deck serves as a wearing surface, but not a structural component. Asphaltic concrete will frequently be used as filler to create the desired superelevations when flat beams form the superstructure. Stake control of the finish grade like any asphalt finish grade. Under some circumstances, design camber and structural deflection may need to be considered.

**00305.53 Pavements** - Set stakes or other control devices to control the location and elevation of asphalt and PCC pavement as shown. Provide surveying or survey-related activity necessary to control grade, thickness, and smoothness as required.

**00305.54 Signs, Signals, Illumination and Fabricated Items** - Determine the exact location and their relative location to roadway and bridge features as appropriate such as edge of pavement, curbs, islands, sidewalks, sidewalk ramps, lane lines, bridge columns, bridge decks, and other existing features for the following items:

- Posts and poles including foundations
- Cabinets
- Junction boxes
- Detectors

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

- Other similar sign, signal, and illumination appurtenances
- New fabricated items

Field adjustment to the planned location may be required in order to avoid obstacle and to ensure its placement in a functional location. Do not submit working drawings until the Engineer returns the field verified documents. The Engineer will return field verified documents within 21 Calendar Days after receipt of the documents.

Set a stake referencing the center of the item. Set a guard stake with the following information written on it:

- Description of item (by plan number if applicable)
- Centerline station
- Centerline offset
- Cut or fill from reference point (and what point the cut or fill is to)
- Intended elevation

If the orientation of the item is significant and is not clear, establish a reference line for the skew of the item.

Have bridge layout and roadway layout features staked, including referencing, no more than seven calendar days before submitting field verification documents.

**00305.60 Temporary Protection and Direction of Traffic** - Provide all work zone signing conforming to "ODOT Signing and Flagging Standards for Short Term Work Zones 1998" and "Short Term Traffic Control Handbook for ODOT Survey Crews 1998".

Signs for use by the survey crew may be constructed of plywood, sheet aluminum or fabric.

Signs, flaggers and flagger equipment shall conform to the requirements of Section 00225.

### **00305.61 Preservation of Survey Markers:**

**(a) Project Control Points Established by the Engineer** - Maintain, relocate or replace existing survey monuments, control points, and stakes, as determined by the Engineer. Perform the work to produce the same level of accuracy as the original monument(s) in a timely manner, and at no additional cost to the Agency.

**(b) Monuments of Record** - Preserve survey monuments according to 00170.82(c), and ORS 209.140 and ORS 209.150. If such monuments are to be disturbed or destroyed, comply with requirements of these ORS at no additional cost to the Agency.

**00305.62 Project Monumentation** - The Contractor will not be responsible for performing right-of-way monumentation.

**00305.80 Measurement** - No measurement of quantities will be made for construction survey work.

**00305.90 Payment** - The accepted quantities of performing construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

The amount to be allowed for "Construction Survey Work" in the progress payments will not be in excess of the reasonable value of the surveying work performed under this specification as said reasonable value is estimated by the Engineer.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient product, and over-run of material.

In cases where changes, not due to the Contractor's operations, necessitate redesign of the work, increased Contractor survey costs due to these changes will be paid for as Extra Work.

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

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

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

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

**00310.80 Measurement** - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

**00310.92 Separate Item Basis** - Add the following pay item to the pay item list:

(g) Asphalt Pavement Saw Cutting ..... Foot

Item (g) applies to asphalt pavement saw cutting when shown.

Replace the sentence that begins "Item (d) includes the removal...." with the following sentence:

Item (d) includes the removal of all surfacings, except for walks and driveways, as defined in 00110.20 under "Existing Surfacings" and surfacings on the existing bridge.

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**SECTION 00320 - CLEARING AND GRUBBING**

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

**00320.01 Areas of work** - Replace this subsection, except for the subsection number and title, with the following:

Clearing and grubbing will be required to the extents needed to complete the work unless otherwise shown on the plans or directed by the Engineer.

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

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

**00320.90 Payment** - Add the following after the first paragraph of this subsection:

No separate or additional payment will be made for plastic mesh fencing.

**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:

Earthwork performed under this provision including excavation, haul and embankment construction, unless otherwise specified, will be paid for by excavation measurement.

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

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

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

**00330.41(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 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), at an off-site permitted facility. 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:

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.

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**00330.71 Daily Progress Reports** - Delete this subsection in its entirety.

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

Add the following bullets to the end of the bullet list:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be the areas outside the neat line limits shown on the typical section(s).
- Additional quantities of materials required due to clearing and grubbing operations and compaction requirements within embankment limits.

**SECTION 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications.

**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
Riprap, Type 1 .....		X
Subgrade .....		X

**SECTION 00370 - FINISHING ROADBEDS**

Comply with Section 00370 of the Standard Specifications.

**SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications modified as follows:

**00390.11(b) Test Requirements** - Under the "Material Test" column next to "Degradation" replace (ODOT TM 208A) with (ODOT TM 208). Under the "Requirement" column next to "Sediment Height" replace 8" with 8.0".

**00390.43 Riprap Backing** - Add the following sentence to the end of the paragraph:

Use either riprap geotextile or a filter blanket under the riprap.

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**00390.44(b) Loose Riprap** - Replace the bullet that begins "According to 00350.43..." with the following bullet:

- According to 00350.41(d), if riprap is placed on geotextile.

**SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

**00440.10 Materials** - In the list of materials, delete the "Aggregates....02690" line.

**00440.12 Properties of CGC** - Replace the bullet that begins "Compressive Strength" with the following bullet:

- **Compressive Strength** - Minimum 3,300 psi at 28 days

**00440.13 Field-Mixed Concrete** - Replace this subsection, except for the subsection number and title with the following:

CGC mixed work items listed in 00440.14(a) may be field mixed. When approved, concrete sidewalks, concrete driveways, and other flat concrete surfaces may be field mixed by volumetric or mobile mixers.

**00440.14(a) General** - In the work item list, replace the square tube sign support line with the following line:

Perforated Steel Square Tube Sign Support Footings..... 00920

**SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications.

**SECTION 00501 - BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications modified as follows:

**00501.00 Scope** - Add the following paragraph to the end of this subsection:

Remove the existing bridge over Hamilton Creek.

Comply with the requirements of the regulated work area as indicated in Section 00290.34(a) and Section 00290.34(b).

Add the following subsection:

**00501.02 Plans** - Plans of the existing structure are available for viewing at the office of the Engineer. Prints of these plans are available upon request.

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Add the following subsection:

**00501.03 Submittals** - Provide unstamped bridge removal plans according to 00150.35 21 calendar days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

**SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL**

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

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

The estimated quantity of structure excavation is:

<b>Location</b>	<b>Structure Excavation (Cubic Yard)</b>
Caps and Wingwalls	100

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

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

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

<b>Location</b>	<b>Granular Wall/Structure Backfill (Cubic Yard)</b>
Caps and Wingwalls	65

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

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

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

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**SHORING DESIGN CHECKLIST**

**Instructions** - This shoring design checklist was developed to facilitate the design, review, and erection of shoring to be used for ODOT bridge construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed and signed by the shoring design engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit the Checklist according to 00510.04.

	YES	NO	N/A
<b>A. Contract Plans, Specifications, Permits, etc.</b>			
1. Are the shoring plans prepared, stamped, and signed by an engineer registered to practice in Oregon?	_____	_____	_____
2. Have three copies (five copies if railroad approval is required) of the complete design calculations accompanied the shoring drawings submittal?	_____	_____	_____
3. Are shoring plans in compliance with the requirements of the construction plans general notes?	_____	_____	_____
4. Are shoring plans in compliance with contract plan structural details?	_____	_____	_____
5. Are shoring plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?	_____	_____	_____
6. Are all existing, adjusted or new utilities in proximity with the proposed shoring shown on the shoring plans and is protection of these utilities addressed?	_____	_____	_____
7. Are clearance requirements satisfied and shown on the shoring plans?	_____	_____	_____
<b>B. Loads</b>			
1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the shoring shown or noted on the shoring plans?	_____	_____	_____
2. Are design loads and material properties used to determine design stresses shown for each different shoring member shown on the shoring plans?	_____	_____	_____
3. Does the shoring design assume water saturated soil pressure acts on the full height of the shoring?	_____	_____	_____
4. Has percolation into the excavation been addressed?	_____	_____	_____

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**C. Allowable Stresses**

- 1. Have the design loads used for shoring design of all members been noted in the design calculations? \_\_\_\_\_
- 2. Are the allowable stress and the calculated stress listed in the summary for each different shoring member? \_\_\_\_\_

**D. Timber Construction**

- 1. Are timber grades consistent with material to be delivered to the construction site and noted on shoring drawings and in accompanying calculations for all timber shoring material? \_\_\_\_\_
- 2. If "rough" lumber is specified for shoring by the shoring designer are the actual lumber dimensions used in calculations shown? \_\_\_\_\_

**E. Steel Construction**

- 1. Are steel structural shapes and plates identified by ASTM number on the shoring plans and in the calculations? \_\_\_\_\_
- 2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? \_\_\_\_\_

**F. Compression Members, Bracing, Members and Connections**

- 1. Has general buckling been evaluated for all compression members? \_\_\_\_\_
- 2. Has bracing been provided at all points of assumed support for compression members? \_\_\_\_\_
- 3. Is bracing strength and stiffness sufficient for the intended purpose? \_\_\_\_\_
- 4. Have all connections been designed and detailed? \_\_\_\_\_

\_\_\_\_\_  
Designer's Signature

\_\_\_\_\_  
Date

**Hamilton Creek (Upper Berlin Drive) Bridge  
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**SECTION 00520 - DRIVEN PILES**

Comply with Section 00520 of the Standard Specifications modified as follows:

**00520.11 Engineer's Estimated Length List** - Add the following to the end of this subsection:

The Engineer's estimated lengths of steel piling are:

<b>Location</b>	<b>No.</b>	<b>Length (Feet)</b>	<b>Kind</b>
Bent 1	6	108	HP 14x89
Bent 2	6	96	HP 14x89

**00520.20(d-1) General** - Add the following:

Submit the Pile and Driving Equipment Data Form, ODOT Form 734-2608, at least 14 calendar days before pile driving begins. This form may be found on the ODOT website at:  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/HwyConstForms1.aspx>

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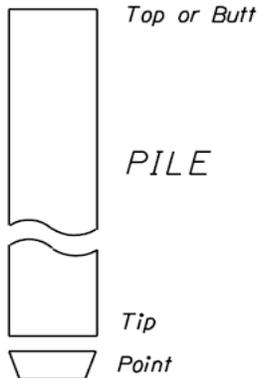
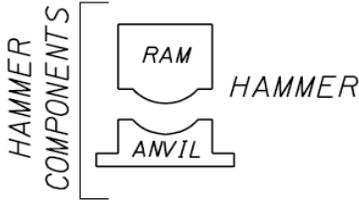
# PILE AND DRIVING EQUIPMENT DATA

HIGHWAY		MILEPOST
CONTRACT NO	STRUCTURE NAME AND NO.	
PROJECT NAME (SECTION)		
PROJECT MANAGER	CONTRACTOR	
COUNTY	PILE DRIVING SUBCONTRACTOR (Piles Driven By):	

TYPE OF LEADS:       Fixed       Semi-Fixed       Swinging

OTHER (Provide Description): \_\_\_\_\_

LEAD DIMENSIONS      Depth \_\_\_\_\_      Width \_\_\_\_\_



MANUFACTURER	MODEL	TYPE
SERIAL NO.	OWNER:	
RATED ENERGY (KN-m)	@ LENGTH OF STROKE (m)	RAM WT. (KN)
MODIFICATIONS		

MATERIAL	THICKNESS (mm.)	AREA (mm <sup>2</sup> )
----------	--------------------	----------------------------

MATERIALS	
TOTAL THICKNESS (mm.)	AREA (mm <sup>2</sup> )
MODULUS OF ELASTICITY (E): (MPa)	
COEFFICIENT OF RESTITUTION (e)	

ALL COMPONENTS	WEIGHT (KN)	MODIFICATIONS
-------------------	----------------	---------------

CUSHION MATERIALS		AREA (mm <sup>2</sup> )
NO OF LAYERS	THICKNESS (EACH) (mm.)	TOTAL THICKNESS (mm.)
MODULUS OF ELASTICITY (E): (MPa)		COEFFICIENT OF RESTITUTION (e)

PILE TYPE & SIZE	Weight (KN/m)
LENGTH IN LEADS (m)	
WALL THICKNESS (mm)	TAPER

NOMINAL PILE RESISTANCE (KN)	ACCEPTANCE BY WAVE EQUATION <input type="checkbox"/> Yes <input type="checkbox"/> No
DESCRIPTION OF SPLICE	

TIP TREATMENT DESCRIPTION (TYPE, MANUFACTURER, MODEL NO., ETC.)
---

**NOTE: If mandrel is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.**

SUBMITTED BY:	DATE
---------------	------

**Hamilton Creek (Upper Berlin Drive) Bridge  
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**00520.20(d-3) Wave Equation Method** - Add the following paragraph and table(s) at the end of this subsection:

The input values for the wave equation analyses are:

Bent	Pile Type	Pile Length * (Feet)	Quake (Inches)		Damping (sec./ft.)		% skin (ITYS)	R <sub>n</sub> (kips)
			Skin	Toe	Skin	Toe		
1	HP 14x89	25	0.10	0.10	0.05	0.15	7	522
2	HP 14x89	25	0.10	0.10	0.05	0.15	7	522

\* These pile lengths are based on the top of the pile being at the finished cutoff elevation. All additional pile length above the cutoff elevation, that may be required to accommodate the Contractors pile installation method or site conditions, shall be added to the lengths listed above and appropriate changes made to the skin friction distribution input listed below.

Use triangular skin friction distribution.

**00520.44(c) Strength Before Driving** - Replace "00550.12(d)" with "00550.12(c)".

**SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

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

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

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

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

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

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

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

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

Construct test splices with two equal lengths of straight reinforcing bar so that the total length of the assembled splice is not less than 72 inches for No. 3 through No. 8 bars and not less than 96 inches for No. 9 through No. 18 bars.

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

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

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

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

The estimated quantity of reinforcement is:

<b>Structure</b>	<b>Quantity Uncoated (Pound)</b>
Bridge No. 22070	6,200

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

**SECTION 00540 - STRUCTURAL CONCRETE**

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

**00540.10 General** - Replace the Concrete Coating line with the following:

Concrete Coating..... 02210

Add the following sentence to the end of this subsection:

Furnish a concrete surface retarder from the QPL.

**00540.15 Form Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish wood, minimum nominal 5/8 inch thick APA exterior grade plywood, minimum nominal 5/8 inch thick APA plyform, metal, or other suitable form material. For round concrete columns, provide either metal or other approved form material that produces a smooth and true surface free from fins, joints and other irregularities. Use APA plyform for all decks and slabs.

**00540.17(a) Aggregate** - Delete the sentence that reads "Blend aggregates only as allowed in 02001.20."

**00540.17(c) Hardened Concrete** - In the paragraph that begins "Cast and cure test...", replace "14 inch x 8 inch" with "4 inch x 8 inch".

**00540.17(c-3) Acceptance** - Replace the paragraph that begins "If an ASTV falls..." with the following paragraph:

If an ASTV falls below  $f'c$ , the Contractor may submit a written plan outlining a proposed alternate method of evaluating compressive strength. Submit the plan for review by the

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

Engineer within three days of the test. Provide evidence that a reasonable  $f'_{cr}$  (over-design) was maintained and that there is credible evidence (besides low strength) which warrants consideration of this option. The Engineer may allow an alternate method of acceptance if the compressive strength test results are determined to be suspect from definable external factors.

**00540.23 Vibrators** - Replace the bullet that begins "Are fitted with..." with the following bullet:

- Are fitted with a manufactured rubber sleeve to prevent damage to epoxy coated reinforcement.

**00540.43(a) Construction Joints** - Replace the paragraph that begins "Within 24 hours after..." with the following paragraphs:

Apply a concrete surface retarder according to the manufacturer's recommendations. Remove surface mortar within the time period recommended by the manufacturer and clean the joint surface and reinforcing steel by removing loosened particles of aggregate, damaged concrete, unconsolidated concrete and surface laitance with a high pressure washer conforming to 00540.28 to the extent that clean aggregate (free of surface mortar) is exposed on 50% of the surface. Clean the joint surface again immediately prior to the concrete placement to remove any subsequent deposits of dirt, debris or other foreign materials. Saturate the joint surface with potable water immediately before resuming concrete placement. Remove standing water in depressions or hollows of the joint surface.

Saw cut the top 1 inch of the deck joints with a straight vertical cut before subsequent concrete placement and before saturating the surface with water. Where joints are straight and without spalls, the Engineer may waive this saw cut requirement.

Hand rub or brush fresh concrete paste onto the existing surface of vertical deck joints down to the top mat of reinforcing steel at the beginning of subsequent concrete placement.

Stay in place joint forms are not allowed in bridge deck construction joints.

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

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

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

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

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

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

- b. Enclosures** - If enclosures are used, do the following:

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

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

**00540.52 Removal of Forms and Falsework, and Subsequent Loading** - In the paragraph that begins "In determining when to...", replace the sentence that begins "Cure cylinders under..." with the following sentence:

Cast and cure cylinders according to AASHTO T 23 (field cured) which is equivalent to the most unfavorable field conditions for the portions of the concrete which the cylinders represent.

**00540.53(a-1) On All Surfaces** - In the bullet that begins "Fill holes and...", replace "1/2 inch" with "1/4 inch".

**00540.53(d-1) Concrete Paint** - In the sentence that begins "Thoroughly saturate the surface...", replace "02210.30(c)" with "02210.30".

**00540.80(a-1) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Bridge No. 22070

<b>Type and Class</b>	<b>Quantity (Cubic Yard)</b>
General Structural Concrete, Class 3300	42

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**FALSEWORK DESIGN CHECKLIST**

**Instructions** - This checklist was developed to facilitate the design, review, and erection of falsework to be used for Oregon Department of Transportation bridge construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed and signed by the Falsework Design Engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit the Checklist according to 00540.41(a).

	YES	NO	N/A
<b>A. Contract Plans, Specifications, Permits, Etc.</b>			
1. Are the falsework plans prepared, stamped and signed by an engineer registered to practice in Oregon?	_____	_____	_____
2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the falsework drawings submittal?	_____	_____	_____
3. Are falsework plans in compliance with the requirements of the construction plans general notes?	_____	_____	_____
4. Are falsework plans in compliance with contract plan structural details?	_____	_____	_____
5. Are falsework plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35?	_____	_____	_____
6. Are all existing, adjusted or new utilities in proximity with the proposed falsework shown on the falsework plans and is protection of these utilities addressed?	_____	_____	_____
7. Are clearance requirements satisfied and shown on the falsework plans?	_____	_____	_____
8. For construction in or over navigable waters have all requirements for construction of falsework that are called for in the Coast Guard Permit been incorporated in the falsework design?	_____	_____	_____
9. Has possible damage from traffic been considered in the falsework design?	_____	_____	_____
10. Has damage from stream drift been considered in the falsework design?	_____	_____	_____
11. Is the concrete placing sequence shown and is it consistent with the contract plans?	_____	_____	_____

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**B. Foundation Requirements**

- |    |  |       |       |       |
|----|--|-------|-------|-------|
| 1. | Are driven falsework piling provided as called for on the contract plans?  | _____ | _____ | _____ |
| a. | Is a minimum pile tip elevation or penetration indicated on the drawings?  | _____ | _____ | _____ |
| b. | If timber falsework piles are specified, are the recommended order lengths sufficient to virtually eliminate the possibility of pile splices?                              | _____ | _____ | _____ |
| c. | Is a detailed static pile capacity analysis included in the calculations?  | _____ | _____ | _____ |
| d. | If lateral loads are applied to the piling by equipment, dead loads, flowing water, or drift, is a detailed lateral load analysis included in the calculations?            | _____ | _____ | _____ |
| e. | When piling are in an active waterway, have the potential effects of scour on axial and lateral pile support been addressed in the calculations?                           | _____ | _____ | _____ |
| f. | Does the proposed falsework pile hammer meet the minimum field energy requirements as listed in 00520.20(d-2)?   | _____ | _____ | _____ |
| g. | Will a driving criteria graph [FHWA Gates Equation, in 00520.42(b)] plotting blow count versus stroke for an acceptable pile hammer be provided for the project inspector? | _____ | _____ | _____ |
| 2. | Is falsework supported on spread footings or mud sills?  | _____ | _____ | _____ |
| a. | Are the spread footing elevations shown on the drawings?   | _____ | _____ | _____ |
| b. | Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations?                          | _____ | _____ | _____ |
| c. | Have the soil parameters used in calculating the ultimate bearing capacity been listed and confirmed by the designer?  | _____ | _____ | _____ |
| d. | Has an appropriate Factor of Safety been used for calculating the allowable bearing capacity of the foundation materials?  | _____ | _____ | _____ |
| e. | Are spread footing settlement estimates included in the calculations?  | _____ | _____ | _____ |
| f. | Have effective stresses been used in the calculations, when applicable?  | _____ | _____ | _____ |

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- g. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly? \_\_\_\_\_
- h. When spread footings may be subjected to flowing water, have the potential effects of scour on ultimate bearing capacity been addressed in the calculations? \_\_\_\_\_

**C. Loads**

- 1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the falsework shown and noted on the falsework plans? \_\_\_\_\_
- 2. Has the mass of specific equipment units to be supported by the falsework been included in the calculations or on the falsework plans? \_\_\_\_\_
- 3. Is the deck finishing machine supported in a manner that will not impose load on concrete forms except deck overhang brackets? \_\_\_\_\_
- 4. Are design loads and material properties used to determine design stresses for each different falsework member shown on the falsework plans? \_\_\_\_\_
- 5. Is the worst loading and member property condition, rather than the average condition, used to obtain design loads? \_\_\_\_\_
- 6. Are deck forms for concrete box girders supported from the girder stem and not from the bottom slab? \_\_\_\_\_
- 7. Are diaphragm loads or other concentrated loads included in the analysis of supporting beams? \_\_\_\_\_
- 8. If sloping structural members exert horizontal forces on the falsework, is bracing or ties used to resist these loads? \_\_\_\_\_

**D. Allowable Stresses**

- 1. Has the method used for falsework design of all members except for manufactured assemblies been noted in the design calculations? \_\_\_\_\_
- 2. Are manufactured assemblies identified as to manufacturer, model, rated working capacity and ultimate capacity? \_\_\_\_\_
- 3. Is the allowable stress and the calculated stress listed in the summary for each different falsework member, except for manufactured assemblies? \_\_\_\_\_

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**E. Timber Falsework Construction**

- 1. Are timber grades consistent with material to be delivered to the construction site, and noted on falsework drawings, and in accompanying calculations for all timber falsework material? \_\_\_\_\_
- 2. If "rough" lumber is specified for falsework by the falsework designer are the actual lumber dimensions used in calculations shown? \_\_\_\_\_
- 3. If plywood spans are governed by the strength of the plywood, are the allowable stress and the calculated stress shown on the submitted calculations? \_\_\_\_\_
- 4. If plywood spans are governed by the allowable spacing of supporting joists, are the allowable and the proposed spacing shown on the falsework plans? \_\_\_\_\_
- 5. Have timber stringers been checked for bending, shear, bearing stresses, and 1/240 of the span length deflection? \_\_\_\_\_
- 6. Are joists identified as being continuous over 3 or more spans when they are not analyzed as simple spans? \_\_\_\_\_
- 7. Have stringers and cap beams been checked for bearing stresses perpendicular to the grain as well as for bending and shear stresses? \_\_\_\_\_
- 8. Have posts been checked as columns as well as for compression parallel to the grain? \_\_\_\_\_

**F. Steel Falsework Construction**

- 1. Are steel structural shapes and plates identified by ASTM number on the falsework plans and in the calculations? \_\_\_\_\_
- 2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? \_\_\_\_\_
- 3. Has horizontal plane bracing been shown where required to limit compression flange buckling? \_\_\_\_\_

**G. Deflections and Settlement**

- 1. Is falsework deflection for concrete dead load shown on the plans for all falsework spans? \_\_\_\_\_
- 3. Do stringers supporting cast-in-place concrete compensate for estimated camber? \_\_\_\_\_

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- 4. For beam spans with cantilevers, has the upward deflection of the cantilevers due to load placed on the main spans been investigated? \_\_\_\_\_
- 5. Are provisions shown for taking up falsework settlement? \_\_\_\_\_

**H. Compression Members, Connections and Bracing**

- 1. Has general buckling been evaluated for all compression members? \_\_\_\_\_
- 2. Has bracing been provided at all points of assumed support for compression members? \_\_\_\_\_
- 3. Was bracing in each direction considered in establishing the effective length used to check post capacity? \_\_\_\_\_
- 4. Is bracing strength and stiffness sufficient for the intended purpose? \_\_\_\_\_
- 5. If temporary bracing is required during intermediate stages of falsework erection, is it shown on the falsework plans? \_\_\_\_\_
- 6. Have all connections been designed and detailed? \_\_\_\_\_
- 7. Are web stiffeners required on steel cap beams to resist eccentric loads? \_\_\_\_\_
- 8. Are wedges required between longitudinal beams and cap beams to accommodate longitudinal slope or to reduce eccentric loading? \_\_\_\_\_
- 9. Has the width to height ratio of wedge packs been verified to fall within the limits given in the special provisions? \_\_\_\_\_
- 10. If overhang brackets are attached to unstiffened girder webs, has the need for temporary bracing to prevent longitudinal girder distortion been investigated? \_\_\_\_\_
- 11. Have beams and stringers with height/width ratios greater than 2.5:1 been checked for stability? \_\_\_\_\_
- 12. Have sloping falsework members that exert horizontal forces on the falsework been braced or tied to resist these loads? \_\_\_\_\_
- 13. If beams supporting cast-in-place concrete have cantilever spans, have the falsework plans been noted to require the main spans be loaded before loading the cantilever spans? \_\_\_\_\_
- 14. Have timber headers set on shoring towers been checked for eccentric loads, and for shear and bending stresses produced by the eccentricity? \_\_\_\_\_

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**I. Highway and Railroad Traffic Openings (For falsework over or adjacent to highway or railroad traffic openings.)**

- 1. Do falsework plans satisfy construction clearances shown on the contract plans? \_\_\_\_\_
- 2. Are posts designed for 150% of the calculated vertical loading and increased or readjusted for loads caused by prestressing forces? \_\_\_\_\_
- 3. Are mechanical connections 2,000 pounds minimum capacity shown at the bottom of posts to footing connections? \_\_\_\_\_
- 4. Are mechanical connections 1,000 pounds minimum capacity shown at the top of the post to cap connections? \_\_\_\_\_
- 5. Are beam tie downs 500 pounds minimum capacity shown for all beams? \_\_\_\_\_
- 6. Are 5/8 inch or larger diameter bolts used at connections for timber bracing? \_\_\_\_\_
- 7. Are temporary erection and removal bracing shown? \_\_\_\_\_

**J. Additional Requirements for Railroad Traffic Openings**

- 1. Do falsework plans show collision posts as shown on the contract plans? \_\_\_\_\_
- 2. Do posts adjacent to the openings have a minimum section modulus of?
  - a. steel - 9.5 cubic inches \_\_\_\_\_
  - b. timber - 250 cubic inches \_\_\_\_\_
- 3. Are soffit and deck overhang forming details shown? \_\_\_\_\_
- 4. Are falsework bents within 20 feet of centerline of the track sheathed solid between 3 feet and 17 feet above top of rail with 5/8 inch thick minimum plywood and properly blocked at the edges? \_\_\_\_\_
- 5. Is bracing on the bents within 20 feet of the centerline of the track adequate to resist the required assumed horizontal load or minimum 5,000 pounds, whichever is greater? \_\_\_\_\_

\_\_\_\_\_  
Designer's Signature

\_\_\_\_\_  
Date

**Hamilton Creek (Upper Berlin Drive) Bridge  
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**SECTION 00545 - REINFORCED CONCRETE BRIDGE END PANELS**

Comply with Section 00545 of the Standard Specifications.

**SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS**

Comply with Section 00550 of the Standard Specifications modified as follows:

**00550.11 Materials** - Replace the Concrete Coating line with the following:

Concrete Coating..... 02210

**00550.47 Surface Finish** - In the paragraph that begins "Provide a roadway finish...", replace the sentence that begins " Provide a roadway finish ..." with the following two sentences:

Provide a roadway finish on the tops of members that do not have an asphalt concrete wearing surface. Provide a light broom finish on the tops of members that have an asphalt concrete wearing surface.

**00550.47(b) Class 1 Surface Finish (Ground and Coated)** - In the bullet that begins "Thoroughly saturate the surface...", replace "02210.30(c)" with "02210.30".

**00550.50 Tie Rods** - In the third bullet, replace the sentence that begins "Install compressible washer..." with the following sentence:

Install compressible washer type direct tension indicators under the turned nuts and tighten the nuts as recommended by the manufacturer until the gaps in the indicators are nil or as shown.

**SECTION 00587 - BRIDGE RAILS**

Comply with Section 00587 of the Standard Specifications modified as follows:

**00587.10 Materials** - Replace the Concrete Coating line with the following:

Concrete Coating ..... 02210

**00587.42(e) Latex Paint Cure for PCC** - Replace the bullet that begins "Apply the first coat of a latex paint..." with the following bullet:

- Apply the first coat of latex paint at an application rate of 150 square feet per gallon.

**00587.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

<b>Structure</b>	<b>Rail Type</b>	<b>Quantity (Foot)</b>
Bridge No. 22070	2-Tube Side Mounted Rail	166

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**SECTION 00592 - SPRAY WATERPROOFING MEMBRANE**

Section 00592, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00592.00 Scope** - This work consists of furnishing and placing spray waterproofing membrane on bridge decks as shown.

**Materials**

**00592.10 Materials** - Furnish a warranted spray waterproofing membrane system from the QPL that complies with the maximum profile grades and superelevations shown. Profile grade and superelevation limitations for products are listed in the QPL and are available from the manufacturer.

**(a) Concrete Patching Material** - Furnish PCC patching material from the QPL that is compatible with the membrane according to the following:

- For patching decks where the top reinforcement is not exposed, use PCC patching polymer material.
- For patching decks where the top reinforcement is exposed, use PCC patching material.

**(b) Concrete Primer** - Furnish concrete primer as recommended by the manufacturer.

**(c) Broadcast Aggregate** - Furnish broadcast aggregate as recommended by the manufacturer.

**(d) Tack Coat** - Furnish hot asphalt tack coat meeting the requirements of 00745.11(a) or as recommended by the membrane manufacturer. Do not use an emulsified tack.

**Labor**

**00592.30 Manufacturer's Representative** - Provide the services of a manufacturer's representative authorized to sign a warranty on behalf of the manufacturer to observe the installation of each membrane system, including the wearing course. The manufacturer's representative may be an employee of the Contractor if written documentation from the manufacturer is provided stating that the Contractor is certified to install warranted materials and the identified employee is certified to serve as the manufacturer's representative. Follow the recommendations of the manufacturer's representative when installing the spray membrane system. Instruct the manufacturer's representative to alert the Contractor and the Engineer of anything that could affect the performance of the spray waterproofing membrane or the warranty.

**00592.31 Applicator Qualifications** - Provide manufacturer authorized applicators. Re-certify the manufacturer authorized applicators yearly.

**Construction**

**00592.40 General** - Do not begin membrane installation until all materials and equipment necessary to perform the installation and all required repairs are at the job site.

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**(a) Weather and Other Restrictions** - Place surface patching, concrete primer and tack coat when the deck is dry, the air temperature is between 40 °F and 90 °F and the deck surface temperature is below 120 °F.

Install spray waterproofing membrane when:

- The concrete substrate is dry and has a moisture content less than 5 percent. Test the concrete moisture content with a non-destructive concrete moisture meter.
- The ambient temperature, deck surface temperature, and relative humidity meet the recommendations of the manufacturer.

**(b) Handling Materials** - Store spray membrane at a temperature between 55 °F and 95 °F or as recommended by the manufacturer.

**(c) Pre-Placement Meeting** - Hold a pre-placement meeting with the Engineer at least ten calendar days before applying each membrane. For each spray membrane proposed for use, submit for the Engineer's approval a manufacturer approved procedure for preparing the deck surface, applying the membrane, and placing an aggregate coating when it is required. Include in the procedure the number of persons required, equipment, installation sequence, traffic control, and the estimated time schedule for installing the membrane and opening the bridge to traffic. For bridges with curbs or concrete rails, submit unstamped manufacturer shop drawings according to 00150.35, detailing membrane placement at the curbs or rail. Do not proceed with the work until the proposed procedure, and shop drawings, if applicable, have been approved by the Engineer.

**(d) Area of Application** - On bridges without curbs, apply the spray waterproofing membrane from outside edge to outside edge of the deck, or within the limits of the AC wearing course.

Protect adjacent surfaces not to be covered with the membrane from spatter or coating.

### 00592.42 Preparing Bridge Decks:

**(a) Surface Removal** - Remove the existing asphalt concrete wearing surface from the deck, according to Section 00503.

Prepare concrete surfaces according to SSPC SP13/NACE No. 6 Surface Preparation of Concrete. Roughen the existing concrete surface to an exposed aggregate surface texture depth profile of at least 1/16 inch, determined according to ASTM E 965 (standard volumetric test) or as recommended by the manufacturer.

Prepare metal surfaces to SSPC SP10 Near White Blast.

Remove all spalled and loose surface concrete to sound concrete. Prepare the deck surface so that it is free of voids, sharp projections, form release agents, concrete curing agents, and other contaminants.

Before placing the membrane, verify that the deck is free from loose rocks, or other debris. Clean the deck with compressed air or as recommended by the manufacture before placing the membrane.

Dispose of all removed materials according to 00290.20.

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**(b) Patching** - When a PCC patching material is used, allow it to cure, as recommended by the membrane manufacturer, before applying the membrane.

**00592.45 Installation** - Install spray waterproofing membrane according to the following:

- Spray, squeegee, or roll primer at a rate of one gallon per 100 to 200 square feet of surface area or as recommended by the manufacturer. Allow the primer to go tack free before applying the spray waterproofing membrane. Re-apply the primer if it sets for 24 hours or longer.
- Spray membrane over primed surfaces at a rate of one gallon per 20 square feet of surface area or as recommended by the manufacturer. Use a system to apply the spray membrane recommended by the manufacturer.
- Spray a second membrane coat on top of the first coat at a thickness of 30 to 40 mils or as recommended by the manufacturer. Before the second spray waterproofing membrane sets, broadcast aggregate at a rate of 0.33 to 0.50 pounds per square foot surface area to achieve at least 95% coverage.

Release bubbles or pockets of trapped air or vapor and repair in a manner satisfactory to the Engineer.

**00592.46 Bond Test** - Test prepared surface to primer bond according to ASTM D 4541. Minimum bond strength is 150 psi or substrate failure.

**00592.47 Dry Film Thickness Test** - Test spray membrane dry film thickness according to SSPC PA2 Measurement of Dry Coating Thickness.

**00592.48 Leakage Test** - Before opening the deck to traffic, test for membrane leakage by flooding the deck with water. No water leakage will be allowed. Make repairs and re-test, at no additional cost to the Agency, until no leakage is detected.

**00592.49 Tack Coat** - Place a hot tack coat between membrane and the asphalt concrete surface as recommended by the manufacture.

**00592.75 Manufacturer's Warranty** - Furnish a warranty, for a warranty period of two years, from the manufacturer and signed by a manufacturer's representative, against failure of the product or the installation, conforming to the following requirements:

**(a) Warranty Period** - The warranty period will begin on the date the Engineer authorizes final payment for the Work under this Section.

When the Agency makes written request to the manufacturer for repair or replacement, the Warranty period will stop until the requested repair(s) or replacement(s) are made and accepted.

**(b) Failure** - For purposes of the warranty, failure is defined as:

- Leakage of the membrane, or
- Delamination of the membrane from the substrate or overlying pavement.

**(c) Remedy** - Upon notification by the Engineer of a failure as defined above, provide the following remedy:

- Repair failures within 60 days at no additional cost to the Agency.

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- Use materials and procedures meeting these Specifications.
- Match repairs to finished grade.
- Coordinate timing of repair work with the Engineer.

**(d) Traffic Control; Agency's Right to Make Repairs** - If, in the opinion of the Engineer, a failure of the membrane causes a traffic hazard, the failure may be temporarily corrected by Agency or other forces at the manufacturer's expense. Replace temporary repairs with permanent repairs at the manufacturer's expense and according to these Specifications.

### **Measurement**

**00592.80 Measurement** - The quantities of spray waterproofing membrane will be measured on the area basis, and will be the sealed surface area, excluding curb and rail faces, and will be limited to the neat lines and dimensions shown.

### **Payment**

**00592.90 Payment** - The accepted quantities of spray waterproofing membrane will be paid for at the Contract unit price, per square foot, for the item "Warranted Spray Waterproofing Membrane".

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals required to complete the work as specified.

Payment for work done under this Section will be limited to 75% of the amount due until the Agency has received the signed warranty.

## **SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications modified as follows:

**00640.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Aggregates shall be 1"-0 or  $\frac{3}{4}$ "-0 (as the Contractor elects) crushed quarry rock only. Crushed river rock will not be allowed. Base and shoulder aggregates shall meet the applicable requirements of Subsection 02630 and 02640, respectively.

Where required, rock shall be placed at driveways and field approaches in a manner that provides an adequate transition between the new asphalt surface and the existing surface, subject to approval by the Engineer.

## **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

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

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

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

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

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

**00744.02 Definitions** - Add the following definitions:

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

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

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

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

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

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

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

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

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

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

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

**00744.12(a) Mix Type** - Replace the first sentence with:

The asphalt on this project shall be Level 3, 1/2" Dense Graded MHMAC.

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

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

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Add the following paragraph to the end of this subsection:

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

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

**00744.16 MHMAC Acceptance** - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

For each subplot, sample and submit to the Engineer the asphalt cement according to AASHTO T 40 and Section 4(C) of the MFTP for compliance testing by ODOT Central Materials Laboratory.

Testing may be waived upon written notice and accepted visually by the Engineer according to Section 4(B) of the MFTP. Testing for irregular areas not completed during the main paving operations, such as driveways or guardrail flares may be waived upon written notice and accepted visually by the Engineer.

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

Add the following subsection:

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

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

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

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

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

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

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

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

Add the following subsection:

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

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

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

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

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

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

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

Deliver the MHMAC to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

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

- Pick up substantially all of the MHMAC deposited on the roadway.
- Be self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed pavement.

In irregular areas or areas with utility obstructions spaced less than 500 feet apart, the Engineer may waive the use of a windrow pick-up machine or an end-dump transfer machine.

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

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

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

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

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

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

**00744.49 Compaction** - Replace this subsection, except for the subsection number and title, with the following:

Immediately after the MHMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 91% of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot test results are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day. The Engineer may waive compaction testing upon written notice.

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

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**00744.80 Measurement** - Delete the paragraph that begins "No separate measurement will be made...".

**SECTION 00810 - METAL GUARDRAIL**

Comply with Section 00810 of the Standard Specifications.

**SECTION 00820 - CONCRETE BARRIER**

Comply with Section 00820 of the Standard Specifications modified as follows:

**00820.12(a) New Barrier Used for Temporary Applications** - In the bullet that begins "Are given two coats of...", replace "02210.30(c)" with "02210.30".

**00820.12(b) Barrier Used on Previous Projects** - In the paragraph that begins "Apply two coats of...", replace "02210.30(c)" with "02210.30".

**SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.20(b) Equipment for Longitudinal Lines** - Replace the paragraph that begins "Use equipment capable of..." with the following paragraph and bullets:  
Provide equipment that can:

- Place two parallel lines simultaneously with 4 inch minimum to 12 inch maximum spacings between the two lines.
- Place the entire width of a line in one pass.

**00850.40 Projects Without Striping Plans and 00850.41 Projects With Striping Plans** - Replace these two subsections with the following subsection:

**00850.40 Striping Plans:**

**(a) Projects With Complete Striping Plans** - When striping Supplemental Drawings are included in the Project, install striping as shown.

**(b) Projects With Partial Striping Plans** - When partial Supplemental Drawings are included in a Project, install striping according to the following:

- In areas where striping details are shown on the Supplemental Drawings, install striping as shown.
- In areas where striping details are not shown on the Supplemental Drawings, install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items.

**(c) Projects Without Striping Plans** - When striping Supplemental Drawings are not included in the Project, install striping to match the original striping configuration with the appropriate striping items listed in the Contract Schedule of Items.

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For Projects with partial striping plans or Projects without striping plans, document all existing striping, that is not shown, by survey according to Special Provision 00305. Submit survey documentation to the Engineer seven calendar days before the loss of existing pavement markings.

**00850.46 Placement Tolerance** - Replace the bullet that begins "Thickness of lines..." with the following bullet:

- **Thickness of flat, surface applied lines:** + 1/3 of the specified thickness, – 1/10 of the specified thickness

**00850.47(b) Curing of Material** - Replace this subsection, except for the subsection number and title, with the following:

At the time of installation, note and report to the Engineer all soft spots and darkened areas that may result in poor bonding and durability of the pavement markings.

**00850.47(c) Retroreflectivity** - Replace this subsection, except for the subsection number and title, with the following:

Except for paint applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777. Acceptance will be according to the following:

- **Longitudinal Markings** - Each longitudinal marking subplot will be accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

If more than 10 percent but no more than 25 percent of the individual measurements in a subplot fail, take additional measurements within the subplot according to ODOT TM 777, Section 7.2.1 halfway between the measurements taken during initial evaluation. Combine these additional measurements with the initial measurements and re-evaluate the subplot. If the combined subplot measurements do not meet the 90 percent criteria, remove and replace the entire longitudinal marking subplot at no additional cost to the Agency.

If more than 25 percent of the individual measurements in a subplot fail remove and replace the entire longitudinal marking subplot at no additional cost to the Agency.

- **Transverse Markings** - Each transverse marking subplot will be accepted if the average of the measurements and at least 90 percent of the individual measurements within the subplot meet or exceed the required minimum initial retroreflectivity.

If more than 10 percent but not more than 25 percent of the individual measurements in a subplot fail, take additional measurements within the subplot according to ODOT TM 777, Section 7.2.2. The Engineer will randomly select an equal number of untested transverse markings to test. Combine these additional measurements with the initial measurements and re-evaluate the subplot. If the combined subplot measurements do not meet the 90 percent criteria, remove and replace the entire transverse marking subplot at no additional cost to the Agency

If more than 25 percent of the individual measurements in a subplot fail remove and replace the entire transverse marking subplot at no additional cost to the Agency.

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**00850.70 Disposal of Waste** - Replace this subsection, except for the subsection number and title, with the following:

Dispose of all materials according to 00290.20.

**00850.75 Manufacturer's Warranty** - Replace the paragraph that begins "For Sections referencing..." with the following paragraph:

For Sections referencing 00850.75, furnish a Manufacturer's Warranty on Agency supplied warranty forms. The forms are available from the Engineer.

### **SECTION 00851 - PAVEMENT MARKING REMOVAL**

Comply with Section 00851 of the Standard Specifications modified as follows:

**00851.40 General** - Replace the paragraph that begins "Remove non-durable pavement..." with the following paragraph:

Remove durable and non-durable pavement markings by hydroblasting, steel shot blasting, or grinding so that the pavement surface is not damaged below a depth of 1/8 inch.

**00851.80 Measurement** - Add the following sentences to the end of the paragraph that begins "The quantities of pavement line..."

Measurement will be the actual stripe removed. Gaps between broken and dotted stripes will not be measured.

### **SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications modified as follows:

**00860.45 Installation** - In the bullet that begins "For yellow colored markings...", replace the sentence that begins with "For yellow colored markings..." with the following two sentences:

For yellow colored markings that delineate two-way traffic, apply the second application in the opposite direction of the first application. For yellow colored markings on one-way roadways, apply the second application in the same direction of the first application.

### **SECTION 00930 - METAL SIGN SUPPORTS**

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

**00930.01 Definitions and Terms** - In the "Triangular Base Breakaway Sign Supports, Pipe Breakaway Sign Supports, and Square Tube Breakaway Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Slip Base Sign Supports".

In the "Pipe Sign Supports and Square Tube Sign Supports" definition, replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

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In the "Minor Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Slip Base Sign Supports" and replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

**00930.02 Working Drawings** - In the paragraph that begins "Working drawings are not...", delete the "Square Tube Sign Supports" bullet.

**00930.10 Materials** -Furnish sign supports for Type "O" Signs meeting the following requirements:

Support Type	Size (inch)
Perforated Steel Square Tube	2

In the paragraph that begins "Furnish galvanized bolts...", add the words "for Minor Sign Supports" after the words "job site".

In the paragraph that begins "All components of...", replace the sentence that begins "Galvanizing shall conform to..." with the following sentence:

Except for perforated steel square tube slip base sign supports and for perforated steel square tube anchor sign supports, galvanizing shall conform to the requirements of Section 02530. Galvanize perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports according to ASTM A653 G140.

**00930.40(b) Assembly of Metal** - Add the following paragraph to the end of this subsection:

Faying surfaces of plates shall be flat to within a tolerance of 1/32 inch in 12 inches and a tolerance of 1/16 inch overall. Base plates with leveling nuts shall be flat to within a tolerance of 1/8 inch in 12 inches and a tolerance of 3/16 inch overall.

**00930.40(c) Welding** - Replace the paragraph that begins "Weld steel sign structures..." with the following:

Weld steel sign structures according to AWS D1.1 with the following exceptions:

- AWS D1.1, Clause 3 prequalified welds for complete joint penetration (CJP) are not allowed.
- Qualify CJP welds according to AWS D1.1, Clause 4. Perform V-notch (CVN) testing at 70 °F meeting the requirements of the absorbed energy values of Table 4.14.

The fabricator shall inspect welds according to the details and requirements called out on the Contract Documents. This requirement will override all appropriate weld inspection requirements called out in Section 5.15 WELDED CONNECTIONS in AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals". Submit all Procedure Qualification Records, Welding Procedure Specifications, and testing procedures for Engineer's review prior to starting manufacturing. Submit certified copies of inspection reports to the Engineer for review.

**00930.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

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No separate or additional payment will be made for sign supports as they are considered incidental to other bid items.

**SECTION 00940 - SIGNS**

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

**00940.46 Inspection** - Replace the sentences that begin "Inspection will..." and "Testing for..." with the following sentence:

Inspection will be for conformance to the plans and Specifications, and for conformance to nighttime visibility.

**SECTION 01030 - SEEDING**

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

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

Provide the following seed mix formulas:

- **Permanent Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS (lb/acre)</b>	<b>÷</b>	<b>(% Purity (minimum)</b>	<b>x</b>	<b>% Germination (minimum)</b>	<b>=</b>	<b>Amount (lb/acre)</b>
<u>Festuca rubra</u> (Creeping Red Fescue*)	<u>175</u>		_____		_____	=	_____
<u>Lolium perenne</u> (Perennial Ryegrass*)	<u>20</u>		_____		_____	=	_____

\* Oregon Certified Seed

- **Water Quality Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS (lb/acre)</b>	<b>÷</b>	<b>(% Purity (minimum)</b>	<b>x</b>	<b>% Germination (minimum)</b>	<b>=</b>	<b>Amount (lb/acre)</b>
<u>Festuca rubra</u> (Creeping Red Fescue*)	<u>175</u>		_____		_____	=	_____
<u>Lolium multiflorum</u> (Annual Ryegrass*)	<u>20</u>		_____		_____	=	_____
<u>Deschampsia cespitosa</u> (Tufted Hairgrass)	<u>50</u>		_____		_____	=	_____

\* Oregon Certified Seed

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

Furnish straw mulch for all 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.

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- 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. Add the following subsection:

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

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

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

### **SECTION 01092 - STORMWATER CONTROL FACILITY**

Section 01092, which is not a Standard Specification, is included in this Project by Special Provision.

#### **Description**

**01092.00 Scope** - This work consists of furnishing and installing the stormwater control facility as shown or directed.

#### **Materials**

**01092.10 Water Quality Seeding** – Furnish seed meeting the requirements of 01030.13(f).

**01092.11 Blended Compost and Topsoil Mixture** - Furnish compost meeting the requirements of 03020.

**01092.12 Drainage Geotextile** - Furnish Type 1 drainage geotextile meeting the requirements of Section 02320. Provide "Level B" documentation according to 02320.10(c).

**01092.13 Swale Liner** – Install jute matting swale liner, type D, as shown on the plans and meeting the requirements of 00280.14(e).

**01092.14 Check Dam** – Install check dam, type 6, 6 inch diameter compost filter sock, as shown on the plans and meeting the requirements of 00280.15(a) and 00280.45(a).

#### **Construction**

**01092.40 General** - Construct stormwater control facility as shown or directed. Perform any excavation work only when the area is dry. Clear and grub the area a minimum 6 inches deep prior to placement of the blended compost and topsoil mixture. Compact with application of water.

#### **Maintenance**

The project owner is Linn County, and the County will be responsible for maintenance and general upkeep of this feature after construction is complete. The planted will require frequent maintenance to assure successful vegetation growth followed by periodic maintenance to assure long term function.

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**Measurement**

**01092.80 Measurement** - No measurement of quantities will be made for work performed under this Section. The estimated quantities of materials are:

<b>Item</b>	<b>Quantity</b>
Excavation.....	6 Cubic Yards
Water Quality Seeding.....	0.01 Acres
Blended Compost and Topsoil Mixture.....	6 Cubic Yards
Drainage Geotextile, Type 1.....	17 Square Yards
Swale Liner .....	34 Square Yards
Check Dam .....	3 Each

**Payment**

**01092.90 Payment** - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Stormwater Control Facility".

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

**SECTION 02001 - CONCRETE**

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

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

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

Replace the "Pozzolans" line with the following:

**Pozzolans** - Fly ash, silica fume, and metakaolin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Length Change	ASTM C 157
Permeability	AASHTO T 277

Add the following subsections:

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

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

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

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

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

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

Add the following subsections:

**02001.34(a) Length Change Tests** - For all HPC mix designs make at least three specimens for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

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

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

**SECTION 02010 - PORTLAND CEMENT**

Comply with Section 02010 of the Standard Specifications.

**SECTION 02020 - WATER**

Comply with Section 02020 of the Standard Specifications.

**SECTION 02030 - MODIFIERS**

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

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

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

**SECTION 02040 - CHEMICAL ADMIXTURES**

Comply with Section 02040 of the Standard Specifications.

**SECTION 02050 - CURING MATERIALS**

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

**Hamilton Creek (Upper Berlin Drive) Bridge  
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**02050.10 Liquid Compounds** - In the paragraph that begins "Furnish liquid...", replace "AASHTO M 148" with "ASTM C 309".

Add the following to the end of this subsection:

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

**SECTION 02060 - SEALERS**

Replace Section 02060 of the Standard Specifications with the following Section 002060:

**SECTION 02060 - CONCRETE AND CRACK SEALERS**

**Description**

**02060.00 Scope** - This Section includes the requirements for concrete and crack sealers.

**Materials**

**02060.10 Low Modulus Concrete and Crack Sealer** - Furnish low modulus concrete and crack sealer from the QPL.

**02060.20 High Modulus Concrete and Crack Sealer** - Furnish high modulus concrete and crack sealer from the QPL.

**02060.30 Water Repellent Concrete Sealer** - Furnish water repellent concrete sealer from the QPL.

**SECTION 02110 - POSTS, BLOCKS, AND BRACES**

Comply with Section 02110 of the Standard Specifications modified as follows:

**02110.40 Wood Sign Posts** - Replace the sentence that begins "Fabricate wood sign posts..." with the following sentence:

Fabricate wood sign posts from Douglas fir, surfaced four sides (S4S) and free of heart center (FOHC).

**02110.40(a) Grading** - Replace the Douglas Fir and Hem-Fir grading requirements with the following grading requirements:

<b>Species</b>	<b>4" x 4"</b>	<b>4" x 6"</b>	<b>6" x 6" and Larger</b>
Douglas Fir	No. 1 124-b WCLIB 42.11 WWPA	No. 1 123-b WCLIB 62.11 WWPA	No. 1 131-b WCLIB 80.11 WWPA

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**SECTION 02210 - COATING MATERIALS FOR TIMBER AND CONCRETE**

Comply with Section 02210 of the Standard Specifications modified as follows:

**02210.10 General** - Replace this subsection with the following subsection:

**02210.10 General:**

**(a) Manufacturing** - Furnish coating material meeting the following requirements:

- All coats in the coating system shall be from the same manufacturer.
- Multi -component coating materials shall be proportioned by the manufacturer with each component in its correct proportion and furnished in separate containers ready for field mixing.
- Be homogeneous, free of contamination, and of a consistency suitable for the specified use.
- Not vary in composition without prior notice by the manufacturer and approval of the Engineer.
- The coating material is not reformulated.

Use the coating material before expiration of the manufacturer's recommended shelf life.

**(b) Packaging** - Package the material in containers meeting the following requirements:

- Be new steel or plastic of not more than 6 gallon capacity.
- Meet U.S. Department of Transportation's Hazardous Material Shipping Regulations.
- Be original and unopened.
- Be labeled with the following:
  - Manufacturer's name
  - Exact title of coating material
  - Manufacturer's batch number
  - Date of manufacture

**SECTION 02320 - GEOSYNTHETICS**

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

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

- Meet or exceed the properties specified in 02320.20.

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

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

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**Table 02320-1 Geotextile Property Values for Drainage Geotextile \***

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

**Table 02320-2 Geotextile Property Values for Riprap Geotextile \***

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

**Hamilton Creek (Upper Berlin Drive) Bridge  
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**Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation)**

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

**SECTION 02440 - JOINT MATERIALS**

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

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

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

**SECTION 02510 - REINFORCEMENT**

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

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

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

**SECTION 02520 - STEEL AND CONCRETE PILES**

Comply with Section 02520 of the Standard Specifications modified as follows:

**02520.10(c) Steel H-Piles** - Replace the sentence that begins "Steel shall conform to..." with the following sentence:

Steel shall conform to the requirements of ASTM A 36 or ASTM A 572, Grade 50.

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**02520.10(d) Steel Sheet Piles** - Add the following:

Previously used steel sheet piling meeting the following requirements may be used if accepted:

- Straight, full-section pieces
- Capable of interlocking with adjacent pieces
- No holes larger than 50 mm (2 inches)
- In reasonably good condition, as determined by the Engineer

Acceptance will be visual by the Engineer.

**SECTION 02560 - FASTENERS**

Comply with Section 02560 of the Standard Specifications modified as follows:

**02560.70 Lubricating Fasteners** - Replace this subsection, except for the subsection number and title, with the following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the job site. Clean, relubricate with a lubricant from the QPL, and retest fasteners that do not pass the field rotational capacity test. Obtain the Manufacturer's approval before relubricating tension control fasteners that are designed to automatically provide the tension.

Coat the outer surface of the collar in lock-pin and collar fasteners with an approved Manufacturer lubricant.

**SECTION 02630 - BASE AGGREGATE**

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

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

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

\* Report percent passing sieve when no grading requirements are listed

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

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

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### SECTION 02690 - PCC AGGREGATE

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

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

### SECTION 02810 - BRIDGE RAIL

Comply with Section 02810 of the Standard Specifications.

### SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications.

### SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.02 Types of Signs** - Add "O6", "O8", "W12", and "YW" sign types and replace the "B2", "B3", "C1", "C2", "F1", "G1", "G2", "G3", "G4", "O3", "O4", "O5", "R1", "W9", "W11", and "Y7" sign types with the following:

- "B2" Blue Type III or Type IV sheeting background with white Type IX permanent removable legend.
- "B3" Blue Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with blue transparent paste background, with retroreflective silver-white screened legend.
- "C1" Brown Type III or Type IV sheeting background with white Type IX permanent or removable legend.
- "C2" Brown Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with brown transparent paste background, with retroreflective silver-white screened legend.
- "F1" White Type IX sheeting background overlaid with red and blue transparent paste background with white Type IX permanent legend.
- "G1" Green Type III or Type IV sheeting background with white Type IX removable legend.
- "G2" Green Type III or Type IV sheeting background with white Type IX permanent legend.
- "G3" Green Type IX sheeting background with white Type IX permanent legend, or white Type IX sheeting background overlaid with green transparent paste background with retroreflective silver-white screened legend.
- "G4" Green Type IX sheeting background with white Type IX removable legend.

## Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway

- "O3" Fluorescent orange Type VIII, or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).
- "O4" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.
- "O5" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.
- "O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)
- "O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)
- "R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend.
- "W9" Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.
- "W11" Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend with red Type III or Type IV symbol.
- "W12" Silver-white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut-out permanent legend with blue Type III or Type IV symbol.
- "Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)
- "YW" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol.

**02910.10 Aluminum** - In the paragraph that begins "Fabricate sheet...", replace the sentence that begins "Fabricate sheet aluminum..." with the following two sentences:

Fabricate sheet aluminum signs from aluminum alloy 6061-T6, 5052-H38, 5154-H38, or approved equal. Give a chromate treatment conforming to ASTM B 449, Class 2 or a titanium-based coating according to ASTM B 921.

**02910.20(a) General** - Replace the sentence that begins "Use reflective sheeting..." with the following sentence:

Use reflective sheeting Type I and retroreflective sheeting Type III, Type IV, Type VIII, and Type IX from the QPL and the following:

**02910.32(b) Retroreflective Sheeting Legend** - In the paragraph that begins "The silver-white or...", replace the sentence that begins "The white retroreflective sheeting..." with the following sentence:

## **Hamilton Creek (Upper Berlin Drive) Bridge Bridge and Roadway**

The white retroreflective sheeting shall consist of Type IX sheeting conforming to 02910.20.

**02910.75 Manufacturer's Warranty** - Replace the paragraph that begins "For retroreflective Type III..." with the following paragraph:

For retroreflective Type III and Type IV sheeting used for permanent signs, provide a Warranty, for a Warranty period of 10 years, for restoring sign panels and replacing sheeting if the sheeting has failed as defined below.

In the paragraph that begins "For purposed of the Warranty...", replace the bullet that begins "70% of minimum coefficient...", with the following bullet:

- 70% of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D 4956 for the remaining 3 years of the Warranty period for Type III and Type IV sheeting and remaining 5 years of the Warranty period for Type IX sheeting.

### **SECTION 03020 - EROSION MATERIALS**

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

#### **Description**

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

#### **Materials**

**03020.10 Commercially Manufactured Compost** - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and it's Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:
  - Source-separated yard and garden wastes
  - Wood wastes
  - Agricultural crop residues
  - Wax-coated cardboard
  - Preconsumer vegetative food wastes
  - Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
  - Manure or biosolids based composts when approved.

Meets the following compost particle size and media parameters:

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**Compost Particle Size**

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

**Media Parameters**

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

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

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

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**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**APPENDIX A - PROJECT PLANS**

**Under Separate Cover**

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

Bridge and Roadway  
Hamilton Creek (Upper Berlin Drive) Bridge  
Upper Berlin Drive  
Linn County  
July 2013

## APPENDIX B - BID SECTION

### ATTENTION:

**DO NOT INCLUDE THE PLANS AND SPECIFICATIONS WHEN SUBMITTING YOUR BID PROPOSAL. SUBMIT ONLY THE ITEMS INCLUDED IN THE BID SECTION AND ANY ADDENDUM THAT MAY HAVE BEEN ISSUED FOR THIS PROJECT.**

### INCLUDED IN THIS SECTION:

- **BID SCHEDULE**
- **PROPOSAL**
- **BID PROPOSAL BOND**
- **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS**
- **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**
- **DBE INFORMATION PAGE**
- **DBE COMMITMENT REQUIREMENTS**
- **DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM**
- **SUBCONTRACTORS SOLICITATION AND UTILIZATION REPORT**

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**BID SCHEDULE**

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**Bid Opening: July 9, 2013 – 9:35 a.m., P.D.T.**

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
1. Mobilization	LS	All	\$	\$
2. Work Zone Traffic Control, Complete	LS	All	\$	\$
3. Temporary Signs	SQFT	160.5	\$	\$
4. Temporary Concrete Barrier, Reflectorized	FOOT	287.5	\$	\$
5. Temporary Impact Attenuator	EACH	24	\$	\$
6. Surface Mounted Tubular Markers	EACH	40	\$	\$
7. Temporary Striping	SQFT	24.0	\$	\$
8. Portable Traffic Signal	EACH	2	\$	\$
9. Flaggers	HOUR	160.0	\$	\$
10. Erosion Control	LS	All	\$	\$
11. Sediment Barrier	FOOT	696.0	\$	\$
12. Pollution Control Plan	LS	All	\$	\$
13. Work Containment Plan and System	LS	All	\$	\$
14. Construction Survey Work	LS	All	\$	\$
15. Removal of Structures and Obstructions	LS	All	\$	\$
16. Removal of Surfacings	SQYD	1,128.3	\$	\$
17. Asphalt Pavement Saw Cutting	FOOT	50.0	\$	\$
18. Clearing and Grubbing	LS	All	\$	\$
19. General Excavation	CUYD	450.0	\$	\$
20. Subgrade Geotextile	SQYD	1,448.0	\$	\$
21. Rip Rap Geotextile, Type 1	SQYD	7.1	\$	\$
22. Loose Rip Rap, Class 50	CUYD	2.0	\$	\$
23. Drainage Curbs	FOOT	132.0	\$	\$
24. Bridge Removal Work	LS	All	\$	\$
25. Shoring, Cribbing and Cofferdams	LS	All	\$	\$
26. Structure Excavation	LS	All	\$	\$
27. Granular Wall Backfill	LS	All	\$	\$
28. Furnish Pile Drilling Equipment	LS	All	\$	\$

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**BID SCHEDULE [CONT.]**

<b>ITEM</b>	<b>UNIT</b>	<b>QUANT.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
29. Furnish HP 14 x 89 Steel Piles	FOOT	204	\$	\$
30. Drive HP 14 x 89 Steel Piles	EACH	12	\$	\$
31. HP 14 x 89 Steel Pile Splices	EACH	6	\$	\$
32. HP 14 x 89 Steel Pile Reinforced Tips	EACH	12	\$	\$
33. Reinforcement	LS	All	\$	\$
34. General Structural Concrete, Class 3300	LS	All	\$	\$
35. Reinforced Concrete Bridge End Panels	SQYD	145	\$	\$
36. 30 Inch Precast Prestressed Box Beams	FOOT	687.0	\$	\$
37. 2-Tube Side Mounted Bridge Rail	LS	All	\$	\$
38. Warranted Spray Waterproofing Membrane	SQFT	2,750.0	\$	\$
39. Aggregate Base, 1" – 0	TON	1,461.6	\$	\$
40. Level 3, 1/2" Dense Graded MHMAC	TON	517.0	\$	\$
41. Guardrail, Type 2a	FOOT	50.0	\$	\$
42. Guardrail Anchors, Type 1 Modified	EACH	4	\$	\$
43. Guardrail Transitions	EACH	4	\$	\$
44. Guardrail Connections	EACH	4	\$	\$
45. Guardrail Terminals, Non-Flared, TL-3	EACH	2	\$	\$
46. Guardrail Terminals, Flared, TL-3	EACH	2	\$	\$
47. Pavement Line Removal	FOOT	50	\$	\$
48. Longitudinal Pavement Markings, Paint	FOOT	1,070	\$	\$
49. Type "O" Signs In Place	SQFT	12.0	\$	\$
50. Seeding Mobilization	LS	All	\$	\$
51. Permanent Seeding	ACRE	0.1	\$	\$
52. Remove and Relocate Fence	LS	All	\$	\$
53. Stormwater Facility	LS	All	\$	\$
<b>PROJECT TOTAL</b>			\$	

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**BID SCHEDULE [CONT.]**

By signing and submitted a bid on the work called for under this proposal, the bidder certifies he will abide by the provisions of ORS 279.350 regarding prevailing rate of wages on public contracts.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Oregon Construction Contractors Board Number

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**PROPOSAL**

TO: COUNTY BOARD OF COMMISSIONERS, LINN COUNTY, OREGON

The undersigned, as bidder, declares:

That this proposal is for the work described in the specifications bound herewith.

That the only persons or parties interested in this proposal as principals are those named herein;

That this proposal is made without collusion with any other person, firm or corporation;

That bidder has obtained and acquainted itself with the applicable specifications and has acquainted itself also with the forms of contract and bond, which are to be signed by the successful bidder;

That bidder has personally inspected the location and the site of the work and has acquainted itself with all conditions, local and otherwise, affecting it;

That bidder submits this proposal subject to the terms and conditions stated herein;

That bidder has satisfied itself as to the quantities and conditions and understands that in signing this proposal bidder waives all right to please any misunderstanding, regarding same.

Bidder declares that it will comply with prevailing wage law (ORS 279C.840 or 40 U.S.C. 276a, whichever is applicable).

Bidder shall check one box: Bidder

is

is not

a resident bidder as defined in ORS 279A.120.

Bidder is licensed by the Construction Contractors Board. Bidder's license number is:

\_\_\_\_\_

Bidder certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

Bidder also proposes and agrees:

That if this proposal is accepted, bidder will contract with the County Board of Commissioners on the form of contract furnished by the Board, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work called for by the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth.

That bidder will accept as full payment therefore the amount specified in the bid proposal bound herewith.

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**PROPOSAL [CONT.]**

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to bidder is:

\_\_\_\_\_ [“An Individual,” “A Partnership,” “A Corporation,” “An Association”]

doing business under the name of \_\_\_\_\_

at \_\_\_\_\_  
[Street] [City] [State] [Zip Code]

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

The name of the surety by which the Performance Bond and Payment Bond covering the contract, if awarded, will be furnished and the name and address of the surety's local agent are as follows:

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

Name of Agent \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_  
[“Proposal Bond,” “Cash,” “Certified Check”]

in the amount of \_\_\_\_\_ percent of the bid.

The bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provision of the contract documents and based on the unit price amounts, under Bid Schedule bound herein, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these contract documents.

If this proposal shall be accepted and the undersigned shall fail or neglect to contract as aforesaid, and to give bonds in the amount specified, with survey satisfactory to the Linn County Board of Commissioners, within ten (10) days [not including Sunday], from the date of receiving from the Board of Commissioners the contract and prepared and ready for execution, the Board of Commissioners may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the guaranty accompanying the bid shall operate and the same shall be the property of the Linn County Board of Commissioners.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Bidder

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

**Hamilton Creek (Upper Berlin Drive) Bridge  
Bridge and Roadway**

**BID PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, as principal, and the \_\_\_\_\_, duly organized under the laws of the State of Oregon, as surety, are held and firmly bound unto the County Board of Commissioners, and the Oregon Department of Transportation, as an obligee, in the full and penal sum of ten percent (10%) of the total amount of the proposal of said principal for the work hereinafter described, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is herewith submitting its proposal for the following work, to wit:

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

Said proposal, be reference hereto, being hereby made a part hereof;

NOW, THEREFORE, if the said proposal submitted by the said principal be accepted, and the contract for said work be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the Linn County Board of Commissioners within the time fixed by said Board, then this obligation shall be void; otherwise to remain in full force and effect.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Company

Countersigned at \_\_\_\_\_, this  
\_\_\_\_, day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Agent Address

\_\_\_\_\_  
Agent Phone

\_\_\_\_\_  
Agent Fax

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

## Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- With the bid.
- Not later than two working hours after the time set for opening bids. (For example, by 11:00 a.m. after a 9:00 a.m. bid opening.) Submit as follows:
  - Remove the form from the bid booklet and deliver it Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, Oregon 97321, or **fax it to 541-924-0202**
  - Obtain and the electronic version of the form from ODOT's web site at:

[http://www.oregon.gov/ODOT/CS/CONSTRUCTION/docs/Forms/Sub\\_Con\\_Form.shtml#Instructions](http://www.oregon.gov/ODOT/CS/CONSTRUCTION/docs/Forms/Sub_Con_Form.shtml#Instructions)

and either fill it in and fax it to the above telephone number or submit it electronically by following the instructions on the web site.

The Department is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

## Instructions for First-Tier Subcontractor Disclosure

When the contract value for a public improvement is greater than \$100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your bid is greater than \$100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If your bid is greater than \$100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

**THE AGENCY MUST REJECT BIDS if the bidder fails to submit the disclosure form with this information by the stated deadline.**

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

- 1) Determine the lowest possible prime contract price. That will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after bid award).
- 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least \$15,000, or (2) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of the subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

09-30-08

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name \_\_\_\_\_

Highway \_\_\_\_\_

County \_\_\_\_\_

Bid Opening Date \_\_\_\_\_

Name of Bidding Contractor \_\_\_\_\_

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

## FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## **DBE INFORMATION**

### **GENERAL INFORMATION**

It is the policy of the Oregon Department of Transportation (ODOT) that disadvantaged business enterprises as defined in 49 CFR 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with USDOT funds under this agreement.

A full explanation of DBE Participation Goals and Requirements is in Sections 03.00 and 04.00 of the DBE Supplemental Required Contract Provisions.

Firms certified by the Office of Minority, Women and Emerging Small Business (OMWESB) as Disadvantaged Business Enterprises (DBE) in the state of Oregon and identified as African American owned or Subcontinent Asian American owned, may be used to meet the assigned DBE goals for African American owned and Subcontinent Asian American owned Certified Disadvantaged Business Enterprises on contracts funded in whole or in part with U.S. Department of Transportation (USDOT) funds.

Responsiveness is based on the DBE firm's certification status at time of bid opening. Prime contractors should not rely upon past experiences and verbal assurances of firms listed or non-listed.

Services and Commodity Codes reflect information provided by the certified DBE Firms and is not used as a pre-qualification factor by ODOT.

All bidders, including DBE prime bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to ODOT Office of Civil Rights, DBE Program, within 10 calendar days after the bid opening date.

### **WEB SITES**

**DBE Directory** - A DBE Directory is available from the Office of Minority, Women and Emerging Small Business (OMWESB) at:

<http://www4.cbs.state.or.us/ex/dir/omwesb>

**Subcontractor Solicitation And Utilization Report** - The Subcontractor Solicitation and Utilization Report form is available from the Office of Civil Rights at:

<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml>

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

## 1. DBE Policies, Obligations, Applicabilities, and Authorities

According to 49 CFR Part 26, all ODOT, all bidders, and all contractors shall agree to abide by and take all necessary and reasonable steps to comply with the DBE policies, obligations, applicabilities and authorities listed in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

The definitions of and references to DBE goal, DBE commitments and crediting DBE participation shall apply solely to AFDDBEs [African American owned DBEs] and SADBE [Subcontinent Asian American owned DBEs], as defined in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

**The assigned DBE goal for this project is referred to in the project Special Provisions.**

## 2. Eligibility Requirements for DBE Participation on Projects

Participation shall be accomplished by including certified DBEs in any part of the contract work that is necessary to complete the contract obligation. A certified DBE may participate as a prime contractor, subcontractor, joint venture, material supplier, material manufacturer, and professional service provider.

Only those DBE firms, certified in the types of work selected and identified as African American owned or Subcontinent Asian American owned by the Office of Minority, Women, and Emerging Small Business (OMWESB) shall be eligible to fulfill required DBE participation contract obligations.

## 3. Crediting of DBE Participation Toward Meeting the Assigned DBE Participation Goal

### (a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE participation goal shall be granted only when the listed firms are currently certified by OMWESB as disadvantaged business enterprises and identified as African American owned or Subcontinent Asian American owned. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by OMWESB as a DBE firm, that a certified DBE firm is certified as AFDDBE or Subcontinent Asian DBE, or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify the DBE firms' certification by:

- 1) requesting a copy of the DBE certification letter from the committed DBE firm; or
- 2) contacting OMWESB at 503-986-0069. Bidders may also access updated certification list by going to the OMWESB web site at <http://www4.cbs.state.or.us/ex/dir/omwesb/>

For joint ventures, the percentage of DBE participation to be credited toward the goal will be determined or approved by the ODOT prior to bid opening on the basis of information submitted in the joint venture application according to Item No. 6 DBE Participation through Joint Venture.

### (b) Crediting of DBE Participation Subsequent to Contract Award

The total dollar value of and the scope of work for the DBE commitment as shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall be credited toward meeting the assigned goal, provided the DBE performs a Commercially Useful Function according to 49 CFR 26.55(c)(1).

(c) Crediting of DBE Participation through the Use of DBE Manufacturers

The bidder may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

The bidder may count 100% of its expenditures for a DBE firm that furnishes and places these materials **only if** the DBE firm is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE shall negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of the contract. Invoices for materials will be invoiced to the DBE firm and not to the prime contractor.

(d) Crediting of DBE Participation Through Use of DBE Regular Dealers

The bidder may count only 60% of the committed amount for the cost of supplies and materials from regular dealers toward meeting the DBE goal. According to 49 CFR 26.55(e)(2)(i) a DBE regular dealer owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

No credit will be granted if the prime contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from the ODOT.

No credit will be granted if the prime contractor deducts from the amounts owed to DBE firms for work performed the costs for: (1) materials and service ordered by the DBE firm and used by the DBE in performing its work, (2) purchase price of supplies or materials acquired from the prime contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the prime contractor by the DBE firm and used by the DBE in performing its work. Credit shall be withheld where such costs have been deducted from dollar amounts paid to DBE firms for work performed.

(e) Crediting of DBE Participation through Use of DBE Service Providers

Credit toward meeting the goal through use of DBE service providers shall be granted for:

(1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, provided that the fee or commission is determined by the ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies. The fee must be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is

determined by the ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(4) The total dollar value of payments to the DBE for which a Commercially Useful Function was performed in delivering a professional, technical and/or expert service.

(f) Crediting of DBE Participation Through Use of DBE Owner/Operator Trucking

A DBE owner/operator must own and operate one truck and be certified by the Office of Minority, Women and Emerging Small Business.

In order for the contractor or subcontractor to be credited and receive payment for DBE owner/operator trucking participation, a valid agreement that includes or has attached the following information must be submitted to the project manager:

- (1) Driver's name;
- (2) Copy of driver's license;
- (3) Vehicle identification number;
- (4) Copy of vehicle registration;
- (5) Motor vehicle license plate number;
- (6) Motor Carrier Plate Number;
- (7) Copy of ODOT Motor Carrier 1A Permit;
- (8) Name of owner/operator from the side of the truck; and
- (9) Method of payment (hour, ton or load)

(g) Crediting of DBE Participation Through Use of DBE Trucking Firms

In order for the contractor to receive credit and payment for the use of a DBE trucking firm, the trucking firm must be covered by a subcontract or written agreement that has been consented by ODOT's project management prior to the beginning of the work.

#### **4. Documentation of Bidders' Proposed DBE Participation**

(a) DBE Commitment Certification and Utilization Form

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall become a part of the resulting contract. This certification and utilization form shall be used to determine the bidder's responsiveness to the DBE requirements.

If the assigned goal is zero, all of the required information above Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM must be completed and signed by the bidder's authorized representative. Failure to completely fill out information above Part I, sign, and submit the form with the bid shall be considered non-responsive.

If the assigned goal is greater than zero, all of the required information above Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM must be completed and signed by the bidder's authorized representative. Bidders shall also complete and submit with the bid Part I of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Failure to completely fill out, sign, and submit the form with the bid shall be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the DBE goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE bidders from prime contracts. In determining whether a DBE bidder for a prime contract has met a contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors or suppliers will be counted.

DBEs bidding as prime contractors shall complete the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM indicating the percentage of work to be performed by its own forces as well as the work to be performed by other committed DBEs to meet the DBE goal.

(c) DBE Commitment Certification Form Part II - Good Faith Efforts

It is the intent of ODOT that all bidders meet the assigned DBE goal for participation by AFDDBEs and SADDBEs. It is recognized that in rare exceptions it may not be possible for all bidders to meet the goal. To determine whether the contract should be awarded to a bidder that has failed to meet the assigned goal, ODOT must decide whether the efforts made to obtain AFDDBE and SADDBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the goal.

In the event a bidder is unable to meet the assigned contract goal, the bidder shall provide additional information regarding good faith efforts per the requirements Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The bidder must document the steps taken to obtain AFDDBE and SADDBE participation, which demonstrate good faith efforts, such as those outlined below:

- (1) Evidence that the bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the bidder provided written notice to a reasonable number of specific DBEs, identified from the DBE Directory of Certified Firms and identified as African American or Subcontinent Asian for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
  - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.

- (6) Evidence that the bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- (8) Evidence that the bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;
- (9) Evidence that the bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of ODOT;
- (10) Evidence that the bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- (11) Evidence that the bidder used the services of ODOT's Supportive Services contractor(s).

(d) Failure to Comply

All bidders, including certified DBE prime bidders, shall submit a completed and signed DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM with its bid.

If the bidder fails to properly and completely fill out the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM and/or to provide sufficient evidence of compliance with good faith effort requirements, the bid shall be considered non-responsive and the bid shall be rejected.

## 5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the Oregon Standard Specifications for Construction, the following items will be considered in determining contract award:

- (a) The award of the contract will be in the best interest of the State of Oregon and will assure that the ODOT meets its commitment to its overall DBE goal.
- (b) If the low bidder offering a reasonable bid meets or exceeds the assigned goal, that bidder will be considered responsive to the DBE requirement.
- (c) If the review of the type of work for which a DBE firm is certified does not match the type of work shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM (Part I) then the firm's participation on that contract cannot count toward the assigned DBE contract or overall DBE goals. The bidder will be determined non-responsive unless other certified DBE firms, with matching types of work have been listed or the bidder has established sufficient good faith efforts.
- (d) If the low bidder has not met the assigned goal, ODOT will review the documentation regarding its good faith effort activities to determine if the steps taken are satisfactory. If the steps taken are found satisfactory during the review process, that bidder will be considered responsive to the DBE requirement. If the steps taken are not found satisfactory, the bid will be considered non-responsive to the DBE requirement.
- (e) If the low bidder is determined to be non-responsive, ODOT, before awarding the contract, will notify the bidder in writing within 15 calendar days of the bid opening. The notification will

include the reason for the determination and provide the bidder an opportunity for administrative reconsideration.

Administrative Reconsideration includes:

- (1) The bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the goal or made adequate good faith efforts to do so, within four calendar days of the receipt of notification.
- (2) Upon request, the bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
- (3) The Review Committee will make a decision on reconsideration within four calendar days after reviewing evidence of Good Faith Efforts.
- (4) The bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five calendar days of the decision. This notice will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
- (5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

## **6. DBE Participation Through Joint Venture**

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the Oregon Transportation Commission under the provisions of ORS 279C.430 and Oregon Administrative Rule 734-010-0200 through 734-010-0380. The requirements of 49 CFR 26.55(b) also apply to bidders bidding as joint ventures. In addition to the standard pre-qualification process, there is a specific DBE Joint Venture Application Form. This form must be completed in order for the ODOT to determine DBE participation in the joint venture. Certification of DBE joint ventures shall be completed for and granted for each individual project. The DBE Joint Venture Application form will be provided by ODOT Procurement Office - Construction Contracts Unit; 455 Airport Road S.E., Building K; Salem, Oregon 97301-5348; phone (503) 986-6916. The application must be received by Construction Contracts Unit at least 10 days prior to the date of bid opening for each individual contract, and approval given prior to bid opening.

## **7. DBE Contract Compliance After Award and Before Contract Execution**

ODOT will send the successful bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within ten calendar days after award and prior to contract execution, the successful bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

The successful bidder shall submit the following breakdown information: bid item, type of work, bid quantity and unit, unit price, and total price. Furthermore, the successful bidder shall indicate partial work on a bid item and explain the partial item work. If trucking is a DBE committed work

item, the successful bidder shall indicate if the DBE firm is an owner/operator trucking firm. The Prime Contractor and the Committed DBE Contractor shall sign the form.

**FAILURE TO PROVIDE DETAILED DBE INFORMATION TO ODOT WITHIN TEN CALENDAR DAYS AFTER AWARD SHALL BE CAUSE FOR CANCELLATION OF THE AWARD AND WITHDRAWAL OF THE CONTRACT AND MAY BE CAUSE FOR FORFEITURE OF THE BID GUARANTY.**

#### **8. Information Relating to Contractors Soliciting Project Participation (Bidders List)**

Within ten calendar days after bid opening, all bidders shall provide information requested in the Subcontractor Solicitation and Utilization Report, (see appendix), listing bona fide bids or quotes received on this project. The information provided will be used to construct a Bidders List required by 49 CFR 26.11(c).

#### **9. Information Relating to the DBE Requirements on this Project**

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project bid opening at [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us).

Other requests may be directed to:

Oregon Department of Transportation  
Office of Civil Rights MS 1  
355 Capitol Street NE  
Salem, OR 97301-3871  
Phone: 503-986-4350  
Fax: 503-986-6382

**DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM**

**This DBE Certification and Utilization Form applies solely to meeting the assigned DBE goal for AFDBE and SADBE participation.** If the assigned goal is zero, the authorized representative of each Bidder shall fill in its name, sign and date the form, and return the form with its Bid. FAILURE OF THE BIDDERS TO COMPLETELY FILL OUT INFORMATION ABOVE PART I AND SUBMIT THIS FORM WITH THE BID SHALL BE CONSIDERED NON-RESPONSIVE. If the assigned goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. FAILURE OF THE BIDDERS TO COMPLETELY FILL OUT AND SUBMIT THIS FORM WITH THE BID SHALL BE CONSIDERED NON-RESPONSIVE. This certification shall be deemed a part of the resulting contract.

The bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE's.

If the bidder is submitting evidence of good faith efforts to secure participation, bidder certifies that the good faith efforts documentation is true, accurate and correctly reports the actions taken by the bidder.

\_\_\_\_\_  
Bidder's Authorized Representative (PRINT)

\_\_\_\_\_  
Bidder's Authorized Representative (SIGN)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor (Company Name)

**PART I**

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of AFDBE or SADBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****

\* From "Office of Minority, Women and Emerging Small Business" \*\* From "Function" column below. \*\*\* From "Goal Participation %" column below. \*\*\*\* (Subcontract Amount x Goal Participation %)

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	<b>ASSIGNED DBE GOAL</b> %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	<b>TOTAL DBE AMOUNT</b>	\$
DBE Manufacturer	100% (of material expenditure amount)	<b>TOTAL BID AMOUNT</b>	\$
Service Provider	100% (of fee or commission)	<b>DBE COMMITMENT</b>	%  (TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT) (calculated to two decimal places (0.01))
Broker	100% (of brokerage fee only)		

Additional sheets may be used by copying this form.  
**Bidder must sign each additional sheet to certify its content and completion of form.**

## **PART II**

Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation, if bidder's DBE participation commitment for AFDBEs and SADBES is less than the assigned goal.

Bidder's documentation of "good faith efforts" shall meet the requirements provided in the Disadvantaged Business Enterprise (DBE) Commitment Requirements, item no. 4(c) DBE Commitment Certification Form Part II - Good Faith Efforts, which outlines the activities considered for good faith efforts.







**SHEET INDEX**

SHEET 3	TYPICAL SECTION AND SUPERELEVATION DIAGRAM
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SHEET 5	EXISTING PLAN AND PROFILE
SHEET 6	PLAN AND PROFILE
SHEET 7	PLAN AND ELEVATION
SHEET 8	GENERAL NOTES
SHEET 9	FOUNDATION DATA SHEET
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SHEET 11	DECK PLAN AND TYPICAL SECTION
SHEET 12	STAGING DETAILS
SHEET 13	SLAB DETAILS
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SHEET 15	MISCELLANEOUS DETAILS
SHEET 16	WINGWALL DETAILS
SHEET 17	STORM DRAINAGE PLAN
SHEET 18	EROSION CONTROL PLAN
SHEET 19	STRIPING AND SIGNING PLAN

Standard Drawing and Detail Numbers:

<b>GUARDRAIL</b>	<b>BRIDGE RAILS</b>
RD400, RD405 -Guardrail and Metal Median Barrier and Parts	BR226 -2-Tube Side Mount Rail
RD410 -Guardrail Parts (Three Beam)	BR230 -2-Tube Side Mount Rail Transition
RD415 -Guardrail and Metal Median Barrier Parts	DET3295 -Temporary Precast Concrete Barrier Pin and Loop/Anchors 1
RD420 -Energy Absorbing Terminal	DET3296 -Temporary Precast Concrete Barrier Pin and Loop/Anchors 2
RD440 -Guardrail Installation at Bridge Ends	
DET1455 -Type 5 Anchor	
<b>CONCRETE BARRIER</b>	<b>REINFORCED PRESTRESSED SLABS AND BOX GIRDERS</b>
RD500 -Precast Concrete Barrier Pin and Loop Assembly	BR422, BR445 -30" Precast Prestressed Slab and Details
<b>PAVEMENT</b>	<b>MISCELLANEOUS BRIDGE</b>
RD610 -Asphalt Pavement Details	BR165 -Bridge End Panel
<b>CURBS, ISLANDS, SIDEWALKS, AND DRIVEWAYS</b>	<b>TEMPORARY TRAFFIC CONTROL</b>
RD701 -Drainage Curbs	TM800 -Tables
<b>FENCE</b>	TM821 -Temporary Sign Supports
RD810 -Barbed and Woven Wire Fences	TM830 -Temporary Concrete Barrier
	TM831 -Temporary Impact Attenuators
	TM870 -Bridge Construction
<b>EROSION CONTROL</b>	<b>PAVEMENT MARKINGS</b>
RD1005 -Check Dams	TM500 -Pavement Marking Standard Detail Blocks
RD1055 -Matting	
DET6013 -Compost Filter Sock Plan and Staking	
DET6014 -Compost Filter Sock, Sediment Barrier (Type 8)	

**ABBREVIATION LEGEND**

AC	ASPHALT CONCRETE	LT	LEFT
ACWS	ASPHALT CONCRETE WEARING SURFACE	LS	LUMP SUM
A.D.	ALGEBRAIC DIFFERENCE	MAX	MAXIMUM
BP	BEGINNING OF PROJECT	MIN	MINIMUM
BYCE	BEGIN VERTICAL CURVE ELEVATION	MHMAC	MINOR HOT MIX ASPHALT CONCRET
BVCS	BEGIN VERTICAL CURVE STATION	NOM	NOMINAL
☐	CENTERLINE	OF	OUTER FACE
CTR	CENTER	OHW	ORDINARY HIGH WATER
DIA	DIAMETER	PC	POINT OF CURVE
DWG	DRAWING	PI	POINT OF INTERSECTION
ELEV	ELEVATION	PT	POINT OF TANGENT
EOP	EDGE OF PAVEMENT	PVI	POINT OF VERTICAL INTERSECTION
EP	END OF PROJECT	REINF	REINFORCEMENT
EVCE	END VERTICAL CURVE ELEVATION	RT	RIGHT
EVCS	END VERTICAL CURVE STATION	SHT	SHEET
EX	EXISTING	SL	SLOPE
EA	EACH	STA	STATION
IE	INVERT ELEVATION	STD	STANDARD
IF	INNER FACE	TFOC	TOP FACE OF CURB
K	LENGTH OF CURVE/ DIFFERENCE IN GRADE	TYP	TYPICAL
L	LENGTH	VC	VERTICAL CURVE

**LEGEND**

~500~	CONTOURS
—	RIGHT OF WAY
—	CENTERLINE
—	EXISTING EDGE OF PAVEMENT
—	EXISTING SHOULDER
—	EXISTING DRIVEWAY
—	EXISTING OVERHEAD POWER LINES
—	EXISTING UNDERGROUND TELEPHONE
—	EXISTING FENCE
—	EXISTING TOP OF BANK
—	EXISTING CREEK AND DITCH
—	EDGE OF PAVEMENT
—	SHOULDER
—	SAW CUT LINE
—	CONSTRUCTION SLOPE LIMIT
—	NO WORK ZONE
☀	EXISTING VEGETATION
⚡	EXISTING POWER POLE AND GUY WIRE
—	GUARDRAIL
●	EXISTING SURVEY MONUMENT

**NOTES:**

1. Taxlot Lines and Information, and Existing Structures are Shown for Reference Purposes Only.
2. Protect All Survey Monuments and Property Pins.
3. Unless Otherwise Noted for or Ordered by the Engineer, Clear and Grub to the Toe of Construction Fill.
4. Unless Otherwise Noted or Ordered by the Engineer, Cut, Deck, and Place all Trees 10 Inches or Larger in Diameter at a Location Selected by the Respective Property Owner. Tree Symbol Shown Does Not Represent Actual Size or Quantity. It is the Responsibility of the Contractor to Visit the Site Prior to Placing a Bid in Order to Determine the Exact Size and Quantities of the Trees and Other Materials that will be Needed to be Cleared and Grubbed.



**LINN COUNTY**  
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 E-MAIL: Road@co.linn.or.us

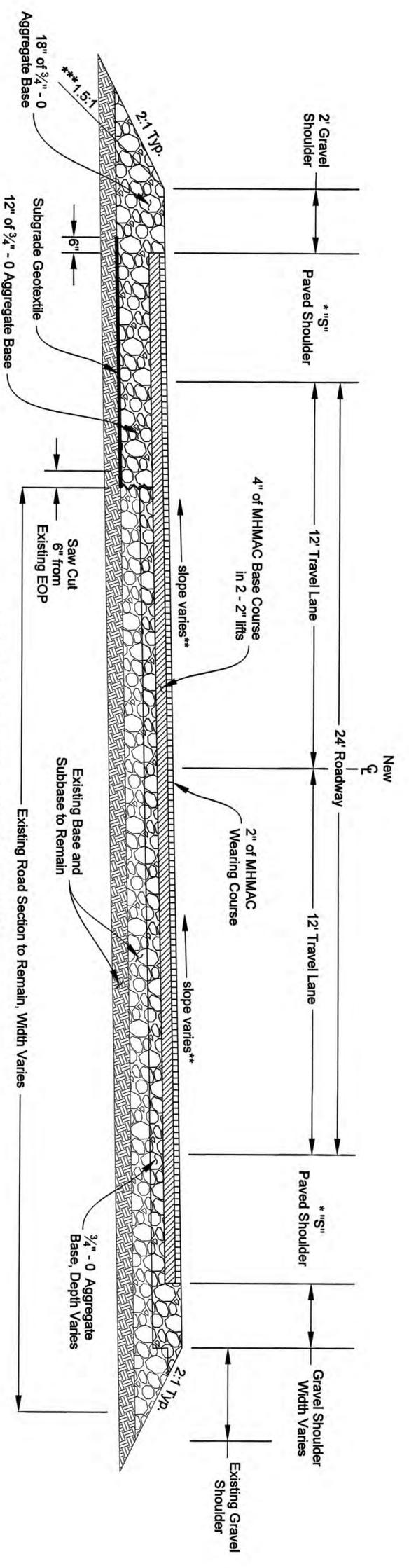
**COUNTY**  
**COMMISSION**  
 ROGER NYQUIST  
 CHAIRMAN  
 JOHN LINDSEY  
 WILLIAM TUCKER

BY:	
REVISION:	
DATE:	



**HAMILTON CREEK**  
**(UPPER BERLIN DRIVE) BRIDGE**  
 SHEET INDEX, LEGEND, NOTES, STD DWG NO'S, ABBREV.  
 BRIDGE NO: BR020B-0921    PROJ. NO: CB0809  
 TRS: T12S R1W SEC25, W.M.    DATE: 04/18/13  
 DESIGNED BY: DLM    CHECKED BY: CRK  
 DRAFTED BY: DLM    REVIEWED BY: KMG

SCALE: 1" = 30'  
 SHEET 2



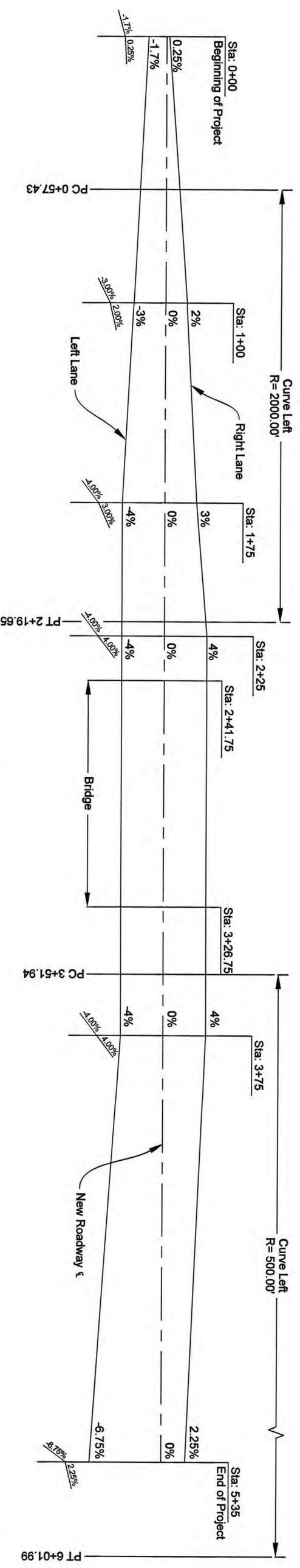
UPPER BERLIN DR	
Shoulder Widening Widths, "S"	Sta. to Sta.
Shoulder Width Left	0' to 6'
	6' to 4'
	4' to 8'
	8' to 0'

**UPPER BERLIN DR TYPICAL SECTION**  
 Scale 1" = 2'

Sta: 0+10 to Sta: 2+20.92  
 Sta: 2+20.92 to Sta: 3+47.50 (STRUCTURE)  
 \*\*\*Sta: 3+47.50 to Sta: 3+55  
 Sta: 3+55 to Sta: 5+10

\*see tables for paved shoulder widths  
 \*\*see superelevation diagram for slopes

UPPER BERLIN DR	
Shoulder Widening Widths, "S"	Shoulder Width Right
Sta. to Sta.	0' to 5'
0+00 to 1+03	5' to 4'
1+03 to 1+77.75	4' to 0'
1+77.75 to 2+13.50	
2+13.50 to 3+95.25	
3+95.25 to 4+61	
4+61 to 5+35	



**SUPERELEVATION DIAGRAM**  
 not to scale

**WARNING**  
 If this bar does not measure 1" then drawing is not to scale



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**ROADMASTER**  
 DARRIN L. LANE, P.E.  
**COUNTY ENGINEER**  
 CHARLES R. KNOLL, P.E.

**COUNTY COMMISSION**  
 ROGER NYQUIST  
 CHAIRMAN  
 JOHN LINDSEY  
 WILLIAM TUCKER

DATE:	REVISION:	BY:

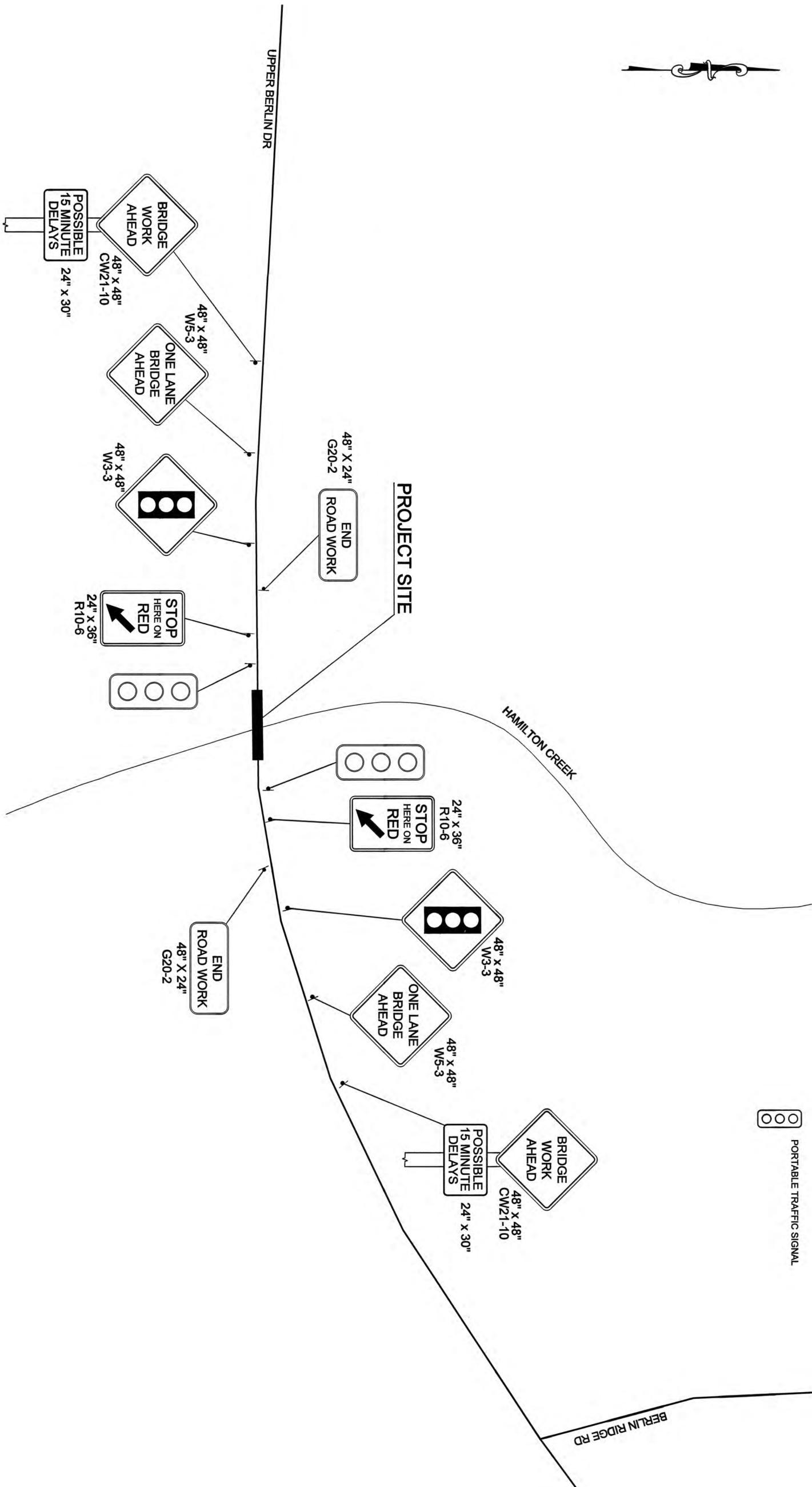


**HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE**  
 TYPICAL SECTION AND SUPERELEVATION DIAGRAM

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: as noted  
 SHEET 3

- NOTES:**
1. Follow the 2009 Edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the ODOT Sign Policy and Guidelines, and ODOT Standard Drawings for sign detail and placement.
  2. Portable traffic signal does not require State Traffic Engineer Approval.
  3. Supply portable traffic signal meeting the requirements of Section 00225



This Plan is to Be Accompanied By ODOT Standard Drawing Nos:  
 RD500, TM800, TM821, TM830, TM831, TM870  
 The pre-construction speed is 55 m.p.h.

 PORTABLE TRAFFIC SIGNAL



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 CHARLES R. KNOLL, P.E.

**COUNTY  
 COMMISSION**  
 ROGER NYQUIST  
 CHAIRMAN  
 JOHN LINDSEY  
 WILLIAM TUCKER

DATE:	REVISION:	BY:

**REGISTERED PROFESSIONAL  
 ENGINEER**  
 OREGON  
 9174  
 CHARLES R. KNOLL  
 EXPIRES 6/30/13

<b>HAMILTON CREEK        (UPPER BERLIN DRIVE) BRIDGE        TRAFFIC CONTROL PLAN</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: no scale  
 SHEET 4

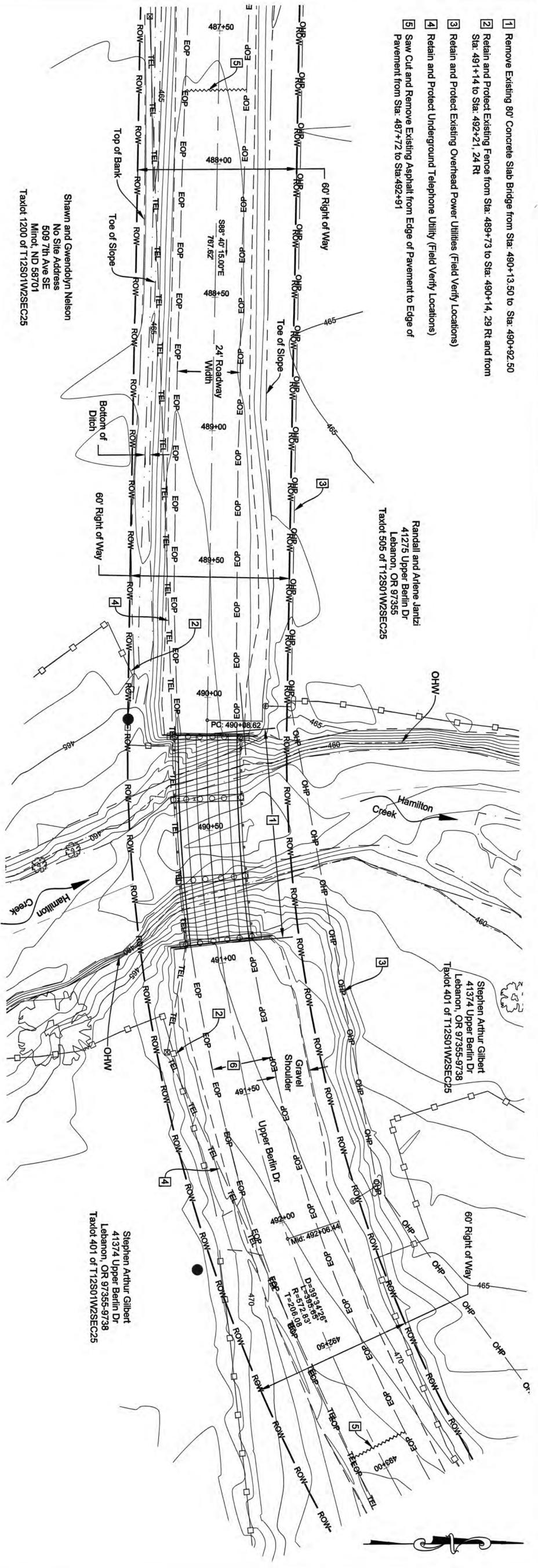
- 1 Remove Existing 80' Concrete Slab Bridge from Sta. 490+13.50 to Sta. 490+92.50
- 2 Retain and Protect Existing Fence from Sta. 489+73 to Sta. 490+14, 29 Rt and from Sta. 491+14 to Sta. 492+21, 24 Rt
- 3 Retain and Protect Existing Overhead Power Utilities (Field Verify Locations)
- 4 Retain and Protect Existing Telephone Utility (Field Verify Locations)
- 5 Saw Cut and Remove Existing Asphalt from Edge of Pavement to Edge of Pavement from Sta. 487+72 to Sta. 492+91

Randall and Arlene Jantz  
41275 Upper Berlin Dr  
Lebanon, OR 97355  
Taxlot 505 of T12S01W2SEC25

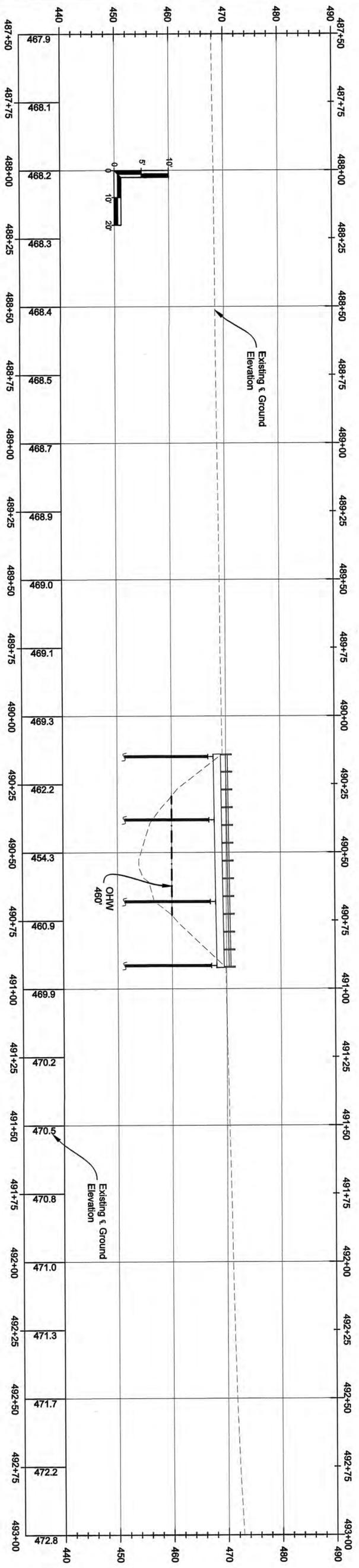
Stephen Arthur Gilbert  
41374 Upper Berlin Dr  
Lebanon, OR 97355-9738  
Taxlot 401 of T12S01W2SEC25

Stephen Arthur Gilbert  
41374 Upper Berlin Dr  
Lebanon, OR 97355-9738  
Taxlot 401 of T12S01W2SEC25

Shawn and Gwendolyn Nelson  
No Site Address  
509 7th Ave SE  
Minot, ND 58701  
Taxlot 1200 of T12S01W2SEC25



Profile View of Existing Upper Berlin Dr  
Sta: 487+50 to Sta: 493+00



**WARNING**  
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measure 1" then drawing  
is not to scale



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CHARLES R. KNOLL, P.E.**

**COUNTY  
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CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER**

DATE:	REVISION:	BY:



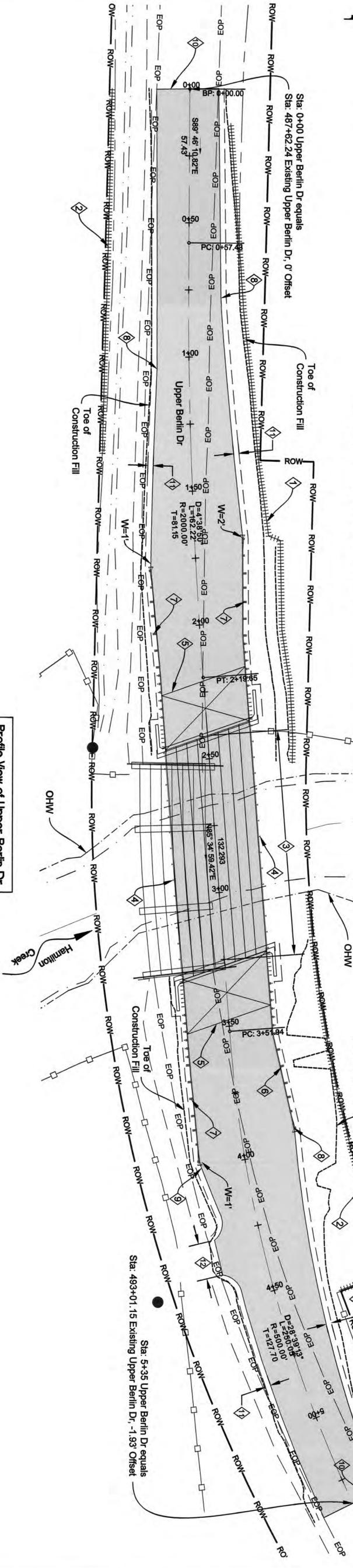
**HAMILTON CREEK  
(UPPER BERLIN DRIVE) BRIDGE  
EXISTING PLAN AND PROFILE**

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

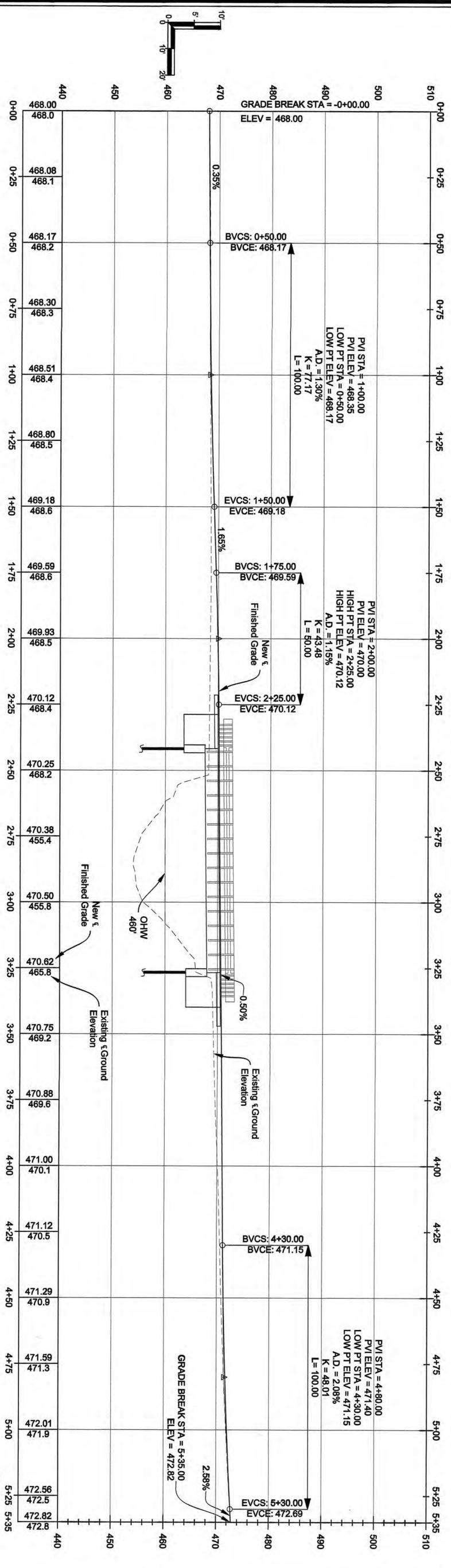
SCALE: 1" = 20'  
SHEET 5



- ① Install Orange Mesh Fencing (No Work Zone) from Sta. 0+00 to Sta. 2+50 Lt. 6' Beyond Toe of Construction Fill
- ② Install Orange Mesh Fencing (No Work Zone) from Sta. 0+00 to Sta. 2+50 Lt. 6' Beyond Toe of Construction Fill
- ③ Construct New 85 foot Structure with a 32 foot Roadway Width from Sta. 2+41.75 to Sta. 3+26.75
- ④ Install 166' - 3" feet of 2- Tube Side Mounted Rail (Both Sides) per Sid Dwg BR226 and BR230
- ⑤ Construct 20'-4" Concrete Impact Panel at Each End of Bridge per Sid Dwg BR165 From Sta. 2+20.92 to Sta. 2+41.75 and from Sta. 3+26.75 to Sta. 3+47.58
- ⑥ Install Guardrail Connector. Install Guardrail Transition. Install 12.5' of Type 3 Guardrail. Install 37.5' of Type 2a Guardrail and Install Flat Guardrail Terminal (Test Level 3). "W" = 4'. From Sta. 3+21 to Sta. 3+91.25. per Sid Dwg's RD400, RD405, RD410, RD415, RD440, and DET1455
- ⑦ Install Guardrail Connector. Install Guardrail Transition. Install 12.5' of Type 3 Guardrail. Install 37.5' of Type 2a Guardrail and Install Non-Flared Guardrail Terminal (Test Level 3). "W" = as shown on plans. From Sta. 1+68.75 to Sta. 2+40 Lt. from Sta. 1+78.75 to Sta. 2+48 Rt. and from Sta. 3+28.50 to Sta. 3+98 Rt. per Sid Dwg's RD400, RD405, RD410, RD415, RD420, RD440, BR230, and DET1455
- ⑧ Begin 15:1 Asphalt Taper from Sta. 0+78 to Sta. 1+68.50 Lt. from Sta. 1+04.25 to Sta. 1+78.75 Rt. and from Sta. 3+91.5 to Sta. 5+35 Lt
- ⑨ Begin 5:1 Asphalt Taper from Sta. 3+97.50 to Sta. 4+17.50 Rt
- ⑩ Install 10 ft Asphalt Wearing Course Feather to Match to Existing Asphalt Elevation and Width per Sid Dwg RD610
- ⑪ Install Gravel Shoulder 2' Beyond Edge of New Asphalt
- ⑫ Install 16' Asphalt Approach at Approach Centerline Sta. 4+33 Rt. Pave 5' beyond edge of traveled way, R=10'



Profile View of Upper Berlin Dr  
Sta: 0+00 to Sta: 5+35



WARNING  
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 DARRIN L. LAKE, P.E.  
 COUNTY ENGINEER  
 CHARLES R. KNOLL, P.E.

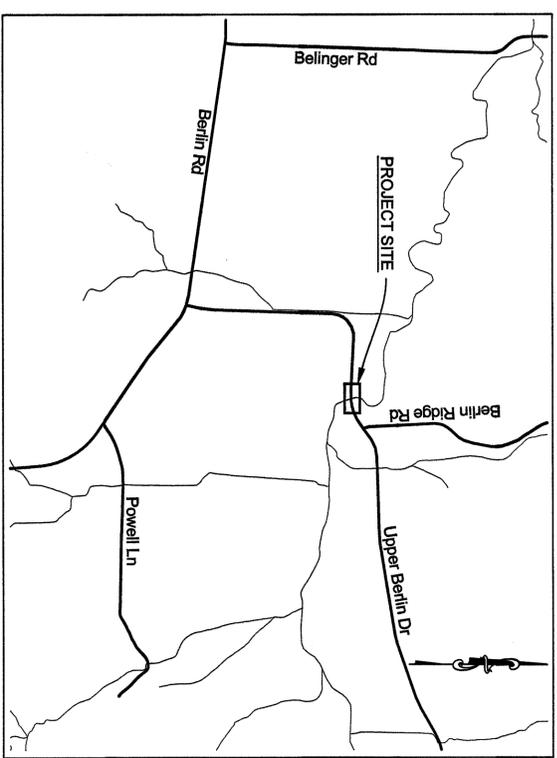
**COUNTY COMMISSION**  
 ROGER NYQUIST  
 CHAIRMAN  
 JOHN LINDSEY  
 WILLIAM TUCKER

DATE:	REVISION:	BY:



<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE PLAN AND PROFILE</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

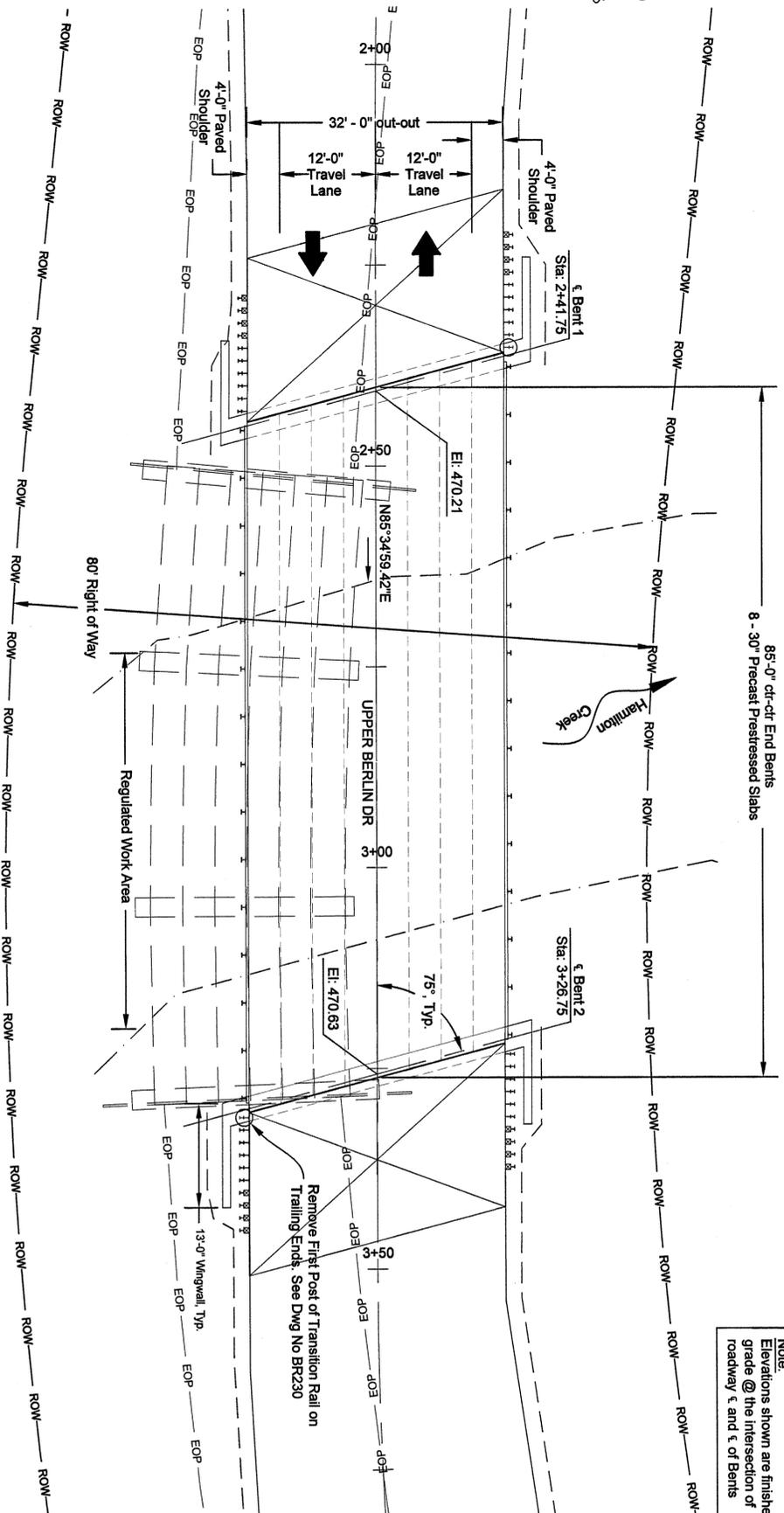
SCALE: 1" = 20'  
SHEET 6



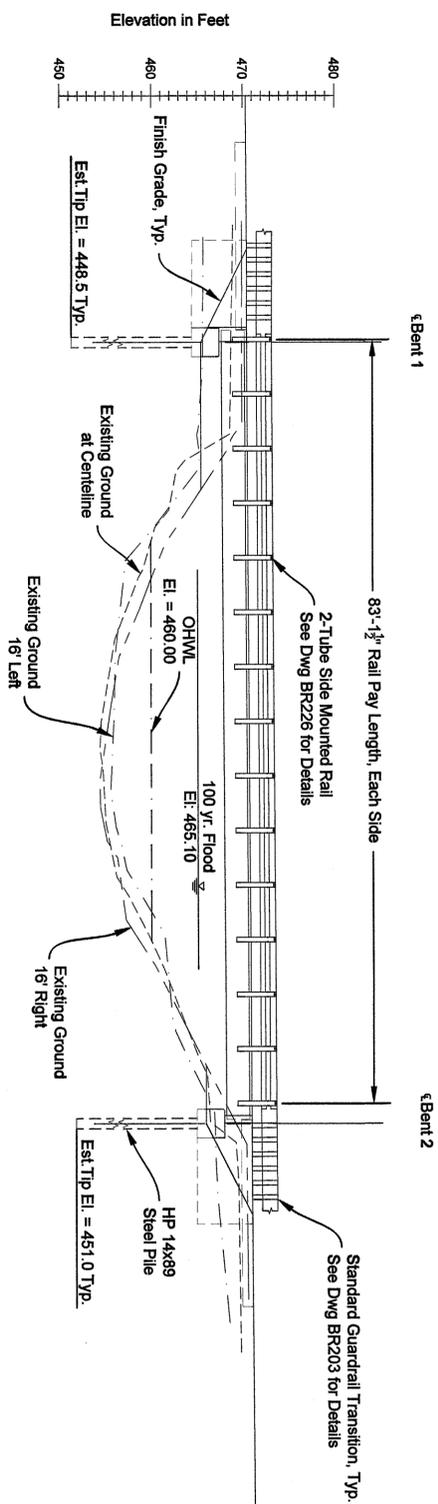
LOCATION MAP  
No Scale

HYDRAULIC DATA TABLE				
ITEMS	UNITS	DESIGN FLOOD	BASE FLOOD	MAX. PROB. FLOOD
Discharge	cfs	3320	3320	4170
Frequency	Years	100	100	500
H.W. elev. @ upstn. face of bridge	ft	465.10	465.10	466.30
Backwater	ft	1.06	1.06	0.00

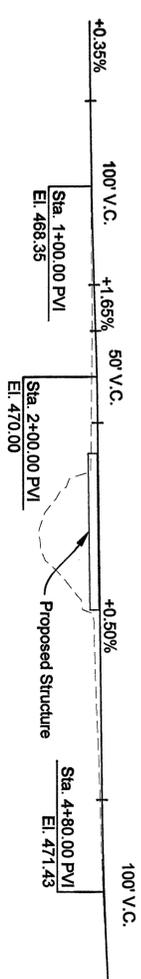
PLAN  
1" = 10'



Note:  
Elevations shown are finished grade @ the intersection of roadway & end c. of Bents



ELEVATION  
1" = 10'



GRADELINE DIAGRAM  
NO SCALE

Note:  
Elevations are based on  
NGVD2947 (M.S.L. = 0.00)

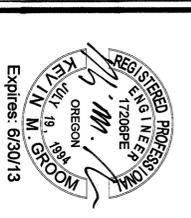


**LINN COUNTY ROAD DEPARTMENT**  
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CHARLES R. KNOLL, P.E.

**COUNTY COMMISSION**  
ROGER NYQUIST  
CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER

DATE:	REVISION:	BY:



**HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE PLAN AND ELEVATION**

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.W.M.	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DLM	REVIEWED BY: CRK

SCALE: as noted  
SHEET 7

**WARNING**  
If this bar does not measure 1" then drawing is not to scale

**GENERAL NOTES:**

Provide all materials and perform all work according to the ODOT/PWA 2008 Oregon Standard Specifications for Construction and the Special Provisions.  
 Bridge is designed according to the 2010 edition of the AASHTO LRFD Bridge Design Specifications.

Bridge is designed with an allowance of present wearing surface and 25 psf for future wearing surface, and the following loads:  
 Service and Strength I Limits States: HL-93 Design truck (or trucks according to LRFD 3.6.1.3) or the design tandems and design lane load.

Strength II Limit States: ODOT Type STP-5BW Permit Truck  
 ODOT Type STP-4E Permit Truck

Seismic design is performed in accordance with the "AASHTO LRFD Bridge Design Specifications" ("AASHTO Guide Specifications for LRFD Seismic Bridge Design") as modified by the "ODOT Bridge Design & Drafting Manual" for 500- and 1000-year criteria. The Horizontal Peak Ground Acceleration Coefficients (PGA) for the 500 year (Serviceable) and 1000 year (No Collapse) return periods are 0.12g and 0.18g respectively, based on 2002 USGS Seismic Hazard Maps. The bridge site is defined as a Site Class C.

Provide all reinforcing steel according to ASTM Specification A615 Grade 60 or A706. Provide field bent stirrups according to ASTM Specification A706. Use the following splice lengths (unless shown otherwise):

Bar Size	SPLICE LENGTH*										
	#3	#4	#5	#6	#7	#8	#9	#10	#11		
Splice Length	1'-0"	1'-4"	1'-8"	2'-0"	2'-9"	3'-7"	4'-7"	5'-9"	7'-1"		

\*Increase the splice lengths by ALL the applicable percentages:  
 40% for locations with 12 inches or more of fresh concrete placed below.  
 30% for regions with more than 50% of bars spliced in one region.

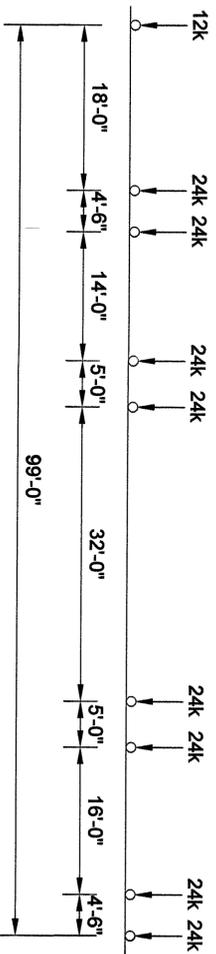
Splice reinforcing steel at alternate bars, staggering at least one splice length or as far as possible, unless shown otherwise.

Place reinforcing bars minimum 2 in. clear of the nearest face of concrete (unless shown otherwise).

Provide concrete in precast prestressed slabs and prestressed steel according to detail plans.

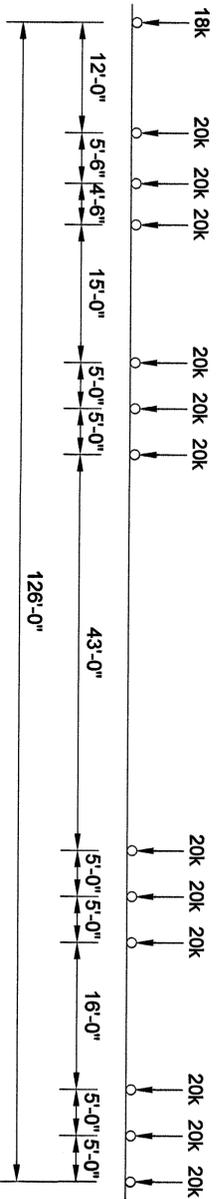
Provide Class 3300 - 1 1/2", 1" or 3/4" concrete for all other concrete (unless shown otherwise).

See Sht 10 for Foundation General Notes.



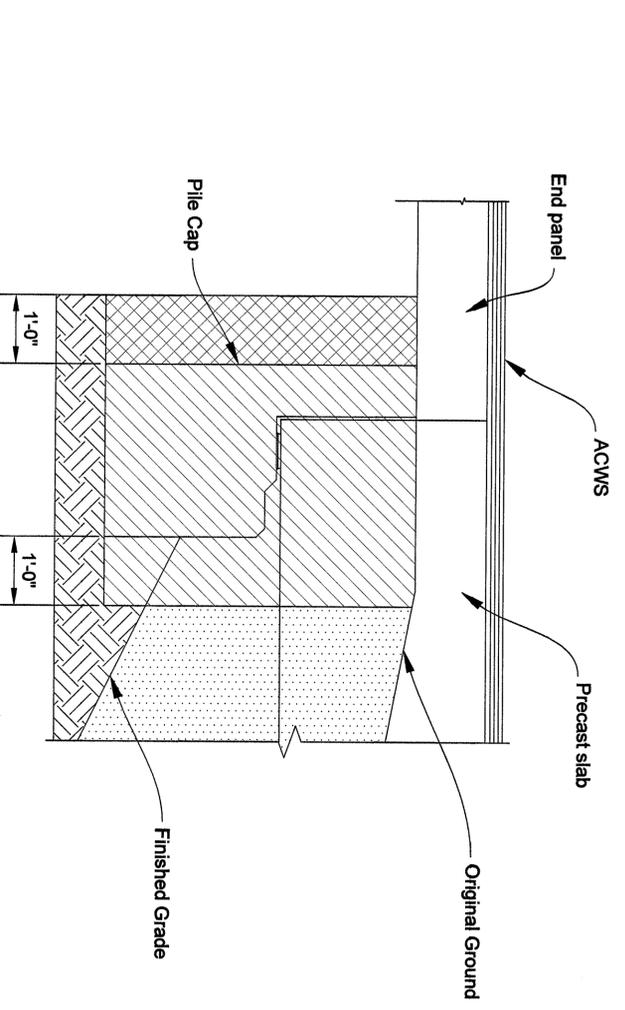
ODOT PERMIT VEHICLE TYPE OR-STP-5BW

No Scale



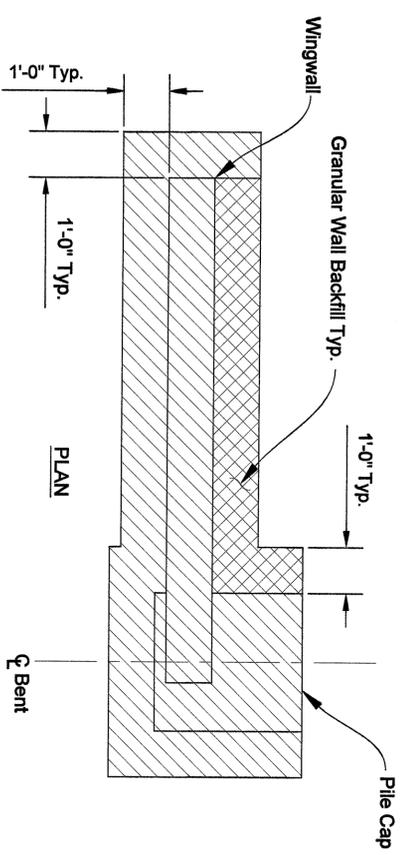
ODOT PERMIT VEHICLE TYPE OR-STP-4E

No Scale



ELEVATION

- Limits of structure excavation
- Limits of granular wall backfill
- General excavation
- Existing Ground



EXCAVATION AND BACKFILL PAY LIMITS

No Scale



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**COUNTY ENGINEER**  
 CHARLES R. KNOLL, P.E.

**COUNTY COMMISSION**  
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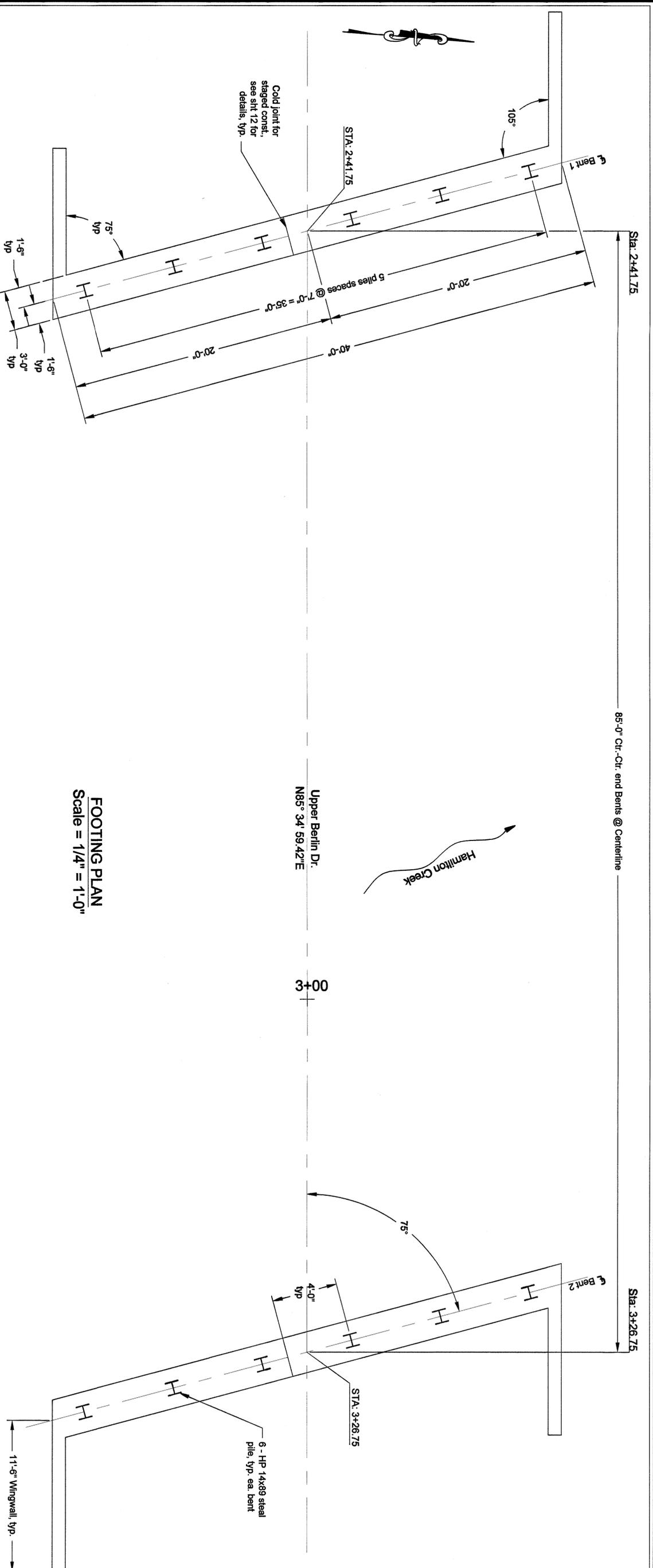
DATE:	REVISION:	BY:

REGISTERED PROFESSIONAL ENGINEER  
 KEVIN M. GROOM  
 OREGON REG. NO. 17208PE  
 EXPIRES 6/30/13

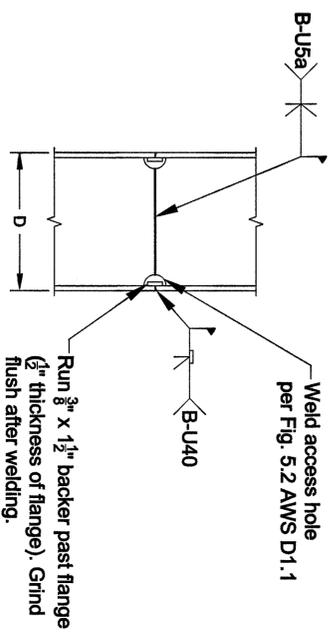
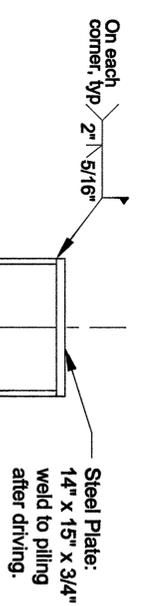
**HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE GENERAL NOTES**

BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK





**FOOTING PLAN**  
Scale = 1/4" = 1'-0"



**Foundation General Notes:**

All piling shall be HP 14x89 steel piling conforming to ASTM A572, Grade 50 driven to a nominal (ultimate) capacity of 500 kips per pile. Pile tip elevations for estimated pile penetrations at Bent 1 and Bent 2 are 448.5 and 451.0, respectively. Drive pile to the specified nominal (ultimate) capacity using driving criteria developed from the Wave Equation Analysis Program (WEAP). All piling shall be fitted with a reinforced driving tip from the ODOT QPL. The minimum pile tip elevations are 453 and 454 for Bents 1 and 2, respectively.

All bents are parallel with a bearing lot of N 19° 25' 0.58" E

**STEEL H PILE**  
No Scale

**HP PILE SPLICE**  
No Scale

**WARNING**  
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**COUNTY ENGINEER**  
CHARLES R. KNOLL, P.E.

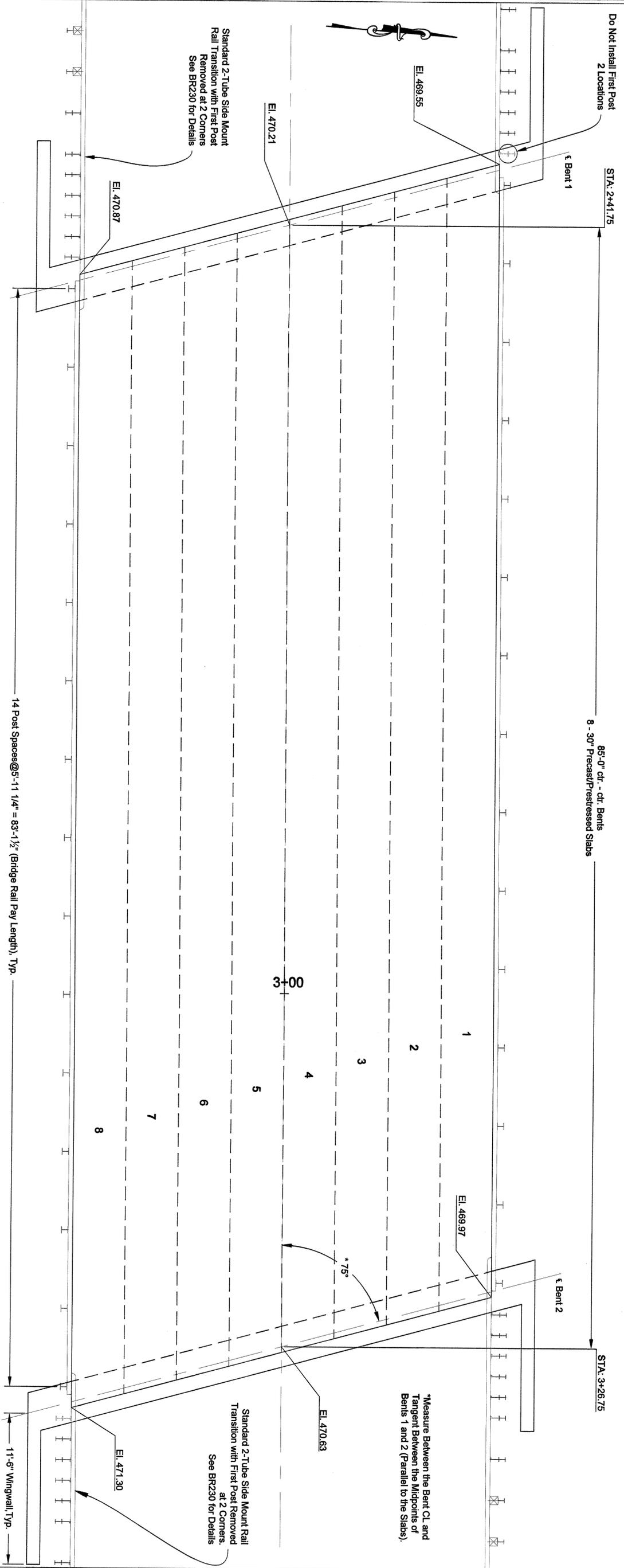
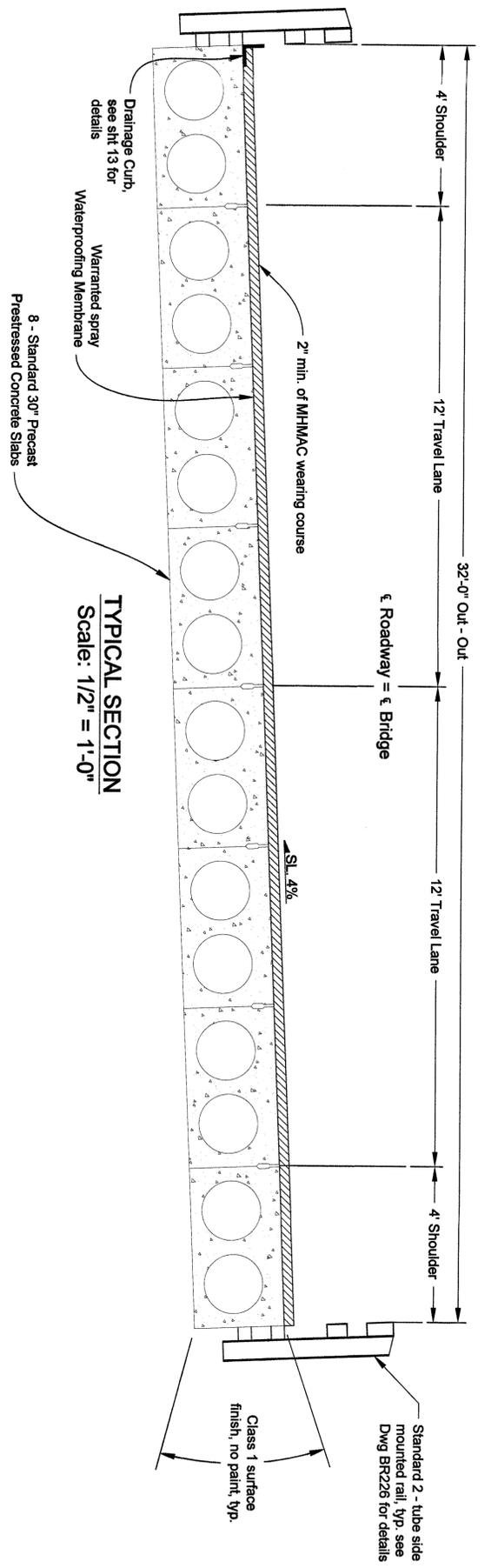
**COUNTY COMMISSION**  
ROGER NYQUIST  
CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER

DATE:	REVISION:	BY:



HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE FOOTING PLAN AND PILE DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted  
SHEET 10



**DECK PLAN**  
Scale: 1/4" = 1'-0"

**WARNING**  
If this bar does not measure 1" then drawing is not to scale



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**COUNTY ENGINEER**  
CHARLES R. KNOLL, P.E.

**COUNTY COMMISSION**  
ROGER NYQUIST  
CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER

DATE:	REVISION:	BY:

REGISTERED PROFESSIONAL ENGINEER  
NO. 17209PE  
JULY 19, 2004  
KEY/IN/M/GROOM

Expires: 6/30/13

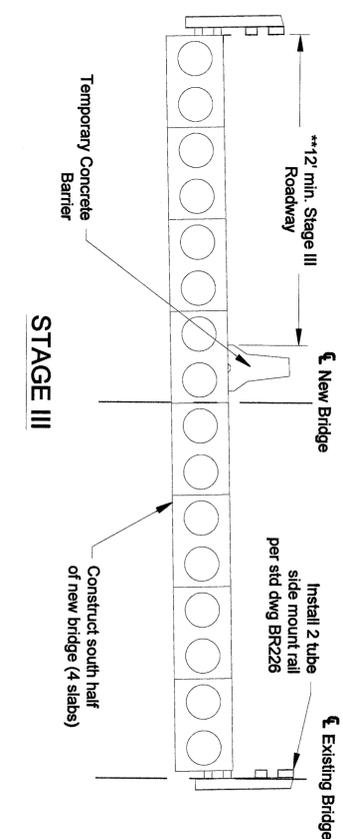
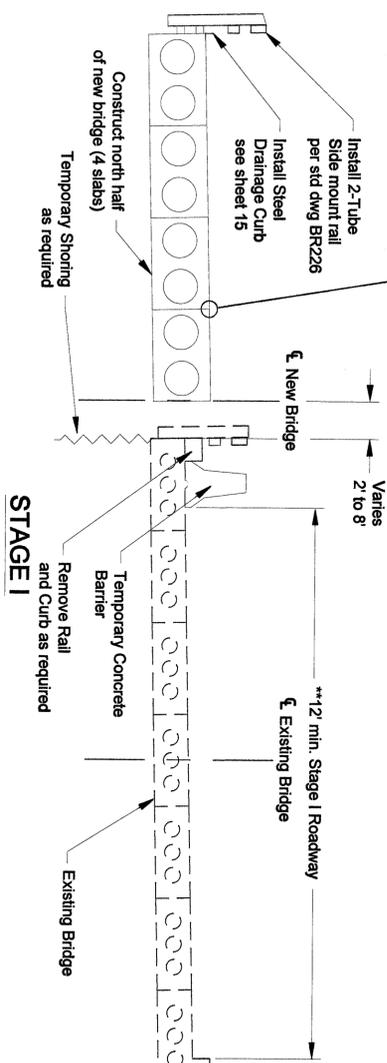
<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE DECK PLAN &amp; TYPICAL SECTIONS</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted

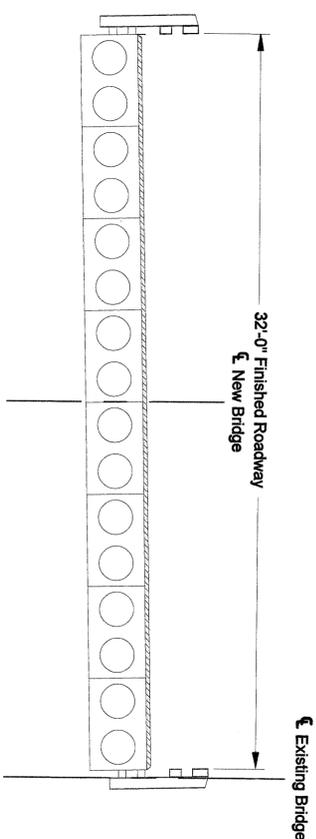
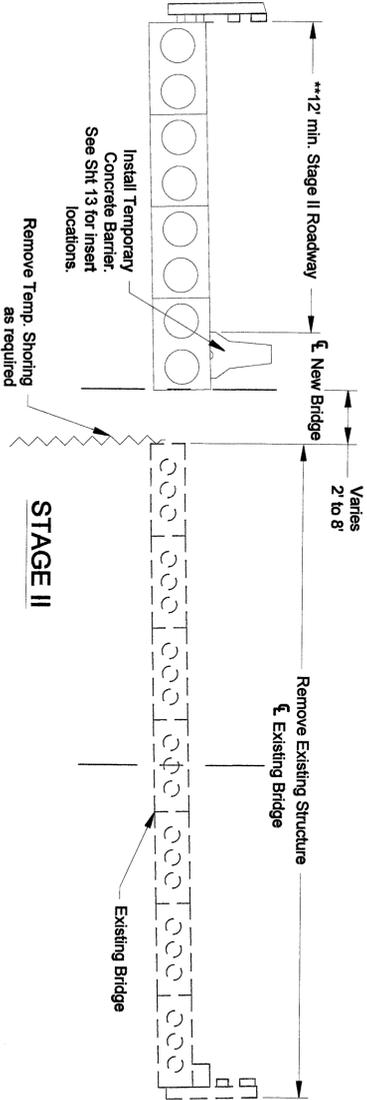
**SHEET 11**

Do not grout access for Stage III bearing plate, washer and nut until after Stage III slabs are set.

\*\*Maintain 18 min. travel way width from July 1 - August 31



**NOTE:**  
Maintain traffic access at all times except for temporary delays not to exceed 15 mins. Delays longer than 15 minutes will require written notification to the homeowners and approval by the Engineer.



**STAGING NOTES:**

**STAGE I:**

- Remove rail and curb on north side of existing bridge
- Install Concrete Median on north side of existing bridge. See Std Dwg TM830, Std Dwg RD500, Std Detail DET3295 and DET3296 for pin and loop/anchor detail.
- Construct north half of Bents 1 and 2 (to accommodate 4 slabs)
- Use temporary shoring as required.
- Install north 4 concrete slabs. Install the rods and grout shear keys
- Construct new bridge rail on north side of new structure
- Install steel drainage curb

**STAGE II:**

- Install a concrete median barrier to provide a 12'-0" min. roadway. See Std Dwg TM830, Std Dwg RD500, Std Detail DET3295 and DET3296 for pin and loop/anchor detail.
- Shift traffic onto north half of new bridge
- Remove existing bridge roadway section
- Remove temporary shoring as required

**STAGE III:**

- Maintain traffic on north slabs.
- Construct south half of Bents 1 and 2.
- Install south concrete slabs. Install the rods and grout shear keys.
- Construct new bridge rail on south side of new structure.

**STAGE IV:**

- Install waterproofing membrane on slabs
- Pave new bridge and approaches
- Open new bridge to traffic

**STAGING DETAILS**  
SCALE: 1" = 4'

**WARNING**  
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WILLIAM TUCKER

DATE:	REVISION:	BY:



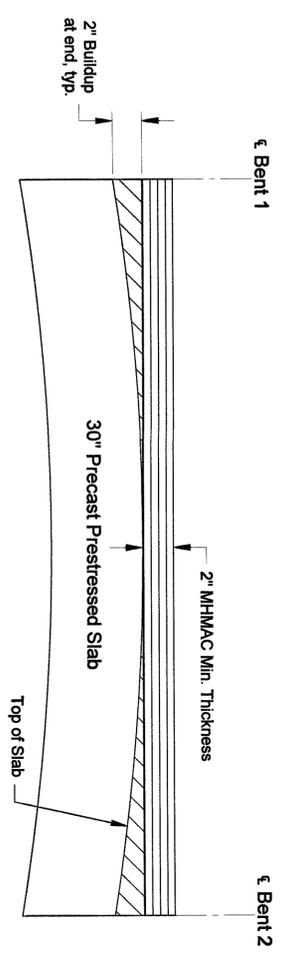
<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STAGING DETAILS</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB089
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted  
**SHEET 12**

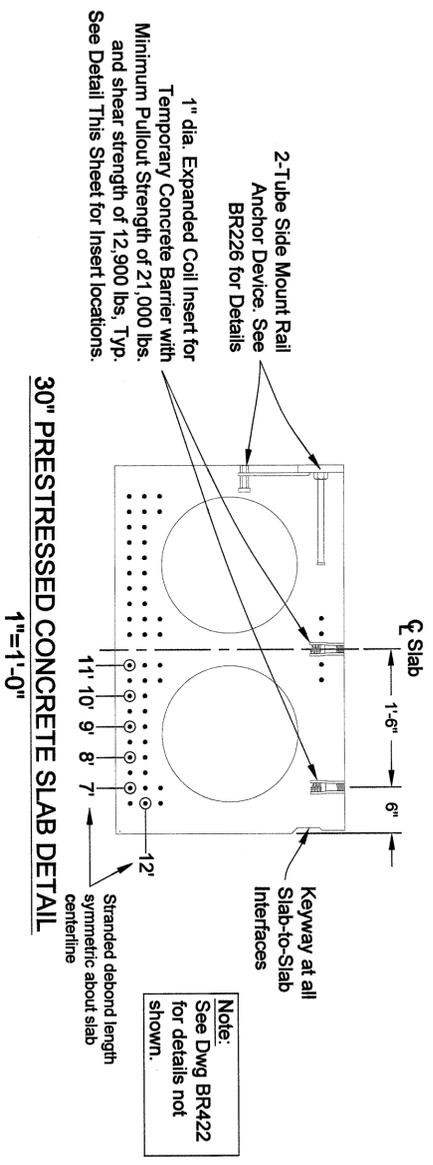
30 - INCH STANDARD PRECAST PRESTRESSED SLAB SCHEDULE

8	No. of slabs required
1	Span No.
85'-10 3/8"	Horizontal length o-o at slab CL (after shortening)
35'-0"	Span ctr.-ctr. bearing along slab CL
15°	Skew Angle
15°	
31.0	Initial tension per strand, kips
52/12	Total strands
12	No. debonded strands
5.19	Distance "Yc" to strand c.g. at midspan
3.38	Distance "Yu" to strand c.g.s. at midspan subtracting top 4 strands
6700	Concrete Class, psi A = 3/4" or 1"
5000	Minimum concrete strength at transfer of prestress, psi
13.3	Estimated initial strand stress loss, ksi
1 3/8	Estimated midspan deflection, inches
2 3/8	
2 5/8	
3/8	Instantaneous downward due to SIDL
1 1/4	Downward due to SIDL 5 years after loading
9/16	Estimated shortening 2 weeks after transfer of prestress

The superimposed dead load (SIDL) is 41.3 psf, which includes the wearing surface and bridge rails.



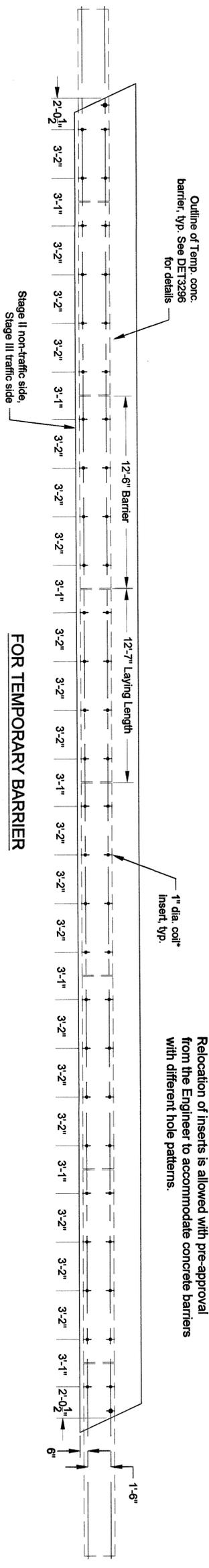
NOTE:  
ACWS Build-Up Based on Predicted Beam Camber. Check Beam Camber Prior to Erection and Adjust Build-Up as Required



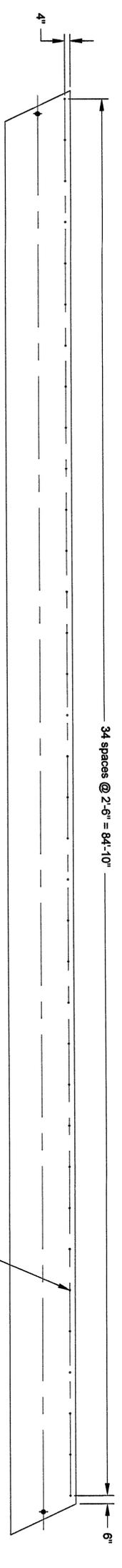
Note:  
See Dwg BR422 for details not shown.

NOTE:  
See Std Details DET3295 and DET3296 for Details Not Shown

\*NOTE:  
Relocation of inserts is allowed with pre-approval from the Engineer to accommodate concrete barriers with different hole patterns.



FOR TEMPORARY BARRIER



FOR DRAINAGE CURB

CONCRETE INSERT LOCATIONS

Scale: 1/4"=1'-0"

WARNING  
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COUNTY ENGINEER  
CHARLES R. KNOLL, P.E.

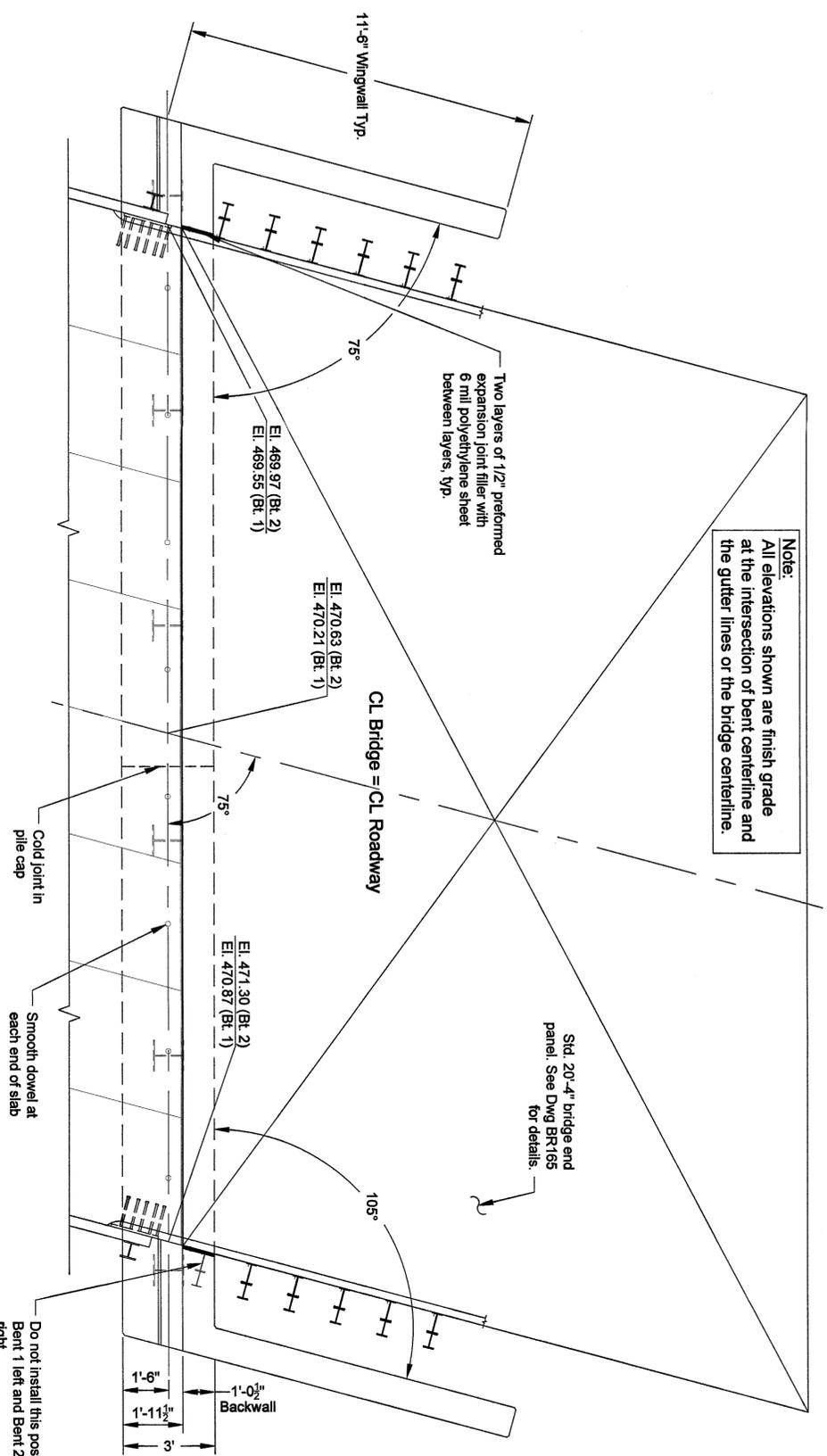
COUNTY COMMISSION  
ROGER NYQUIST  
CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER

DATE:	REVISION:	BY:

REGISTERED PROFESSIONAL ENGINEER  
KYLE W. GROOM  
EXPIRES 6/30/13

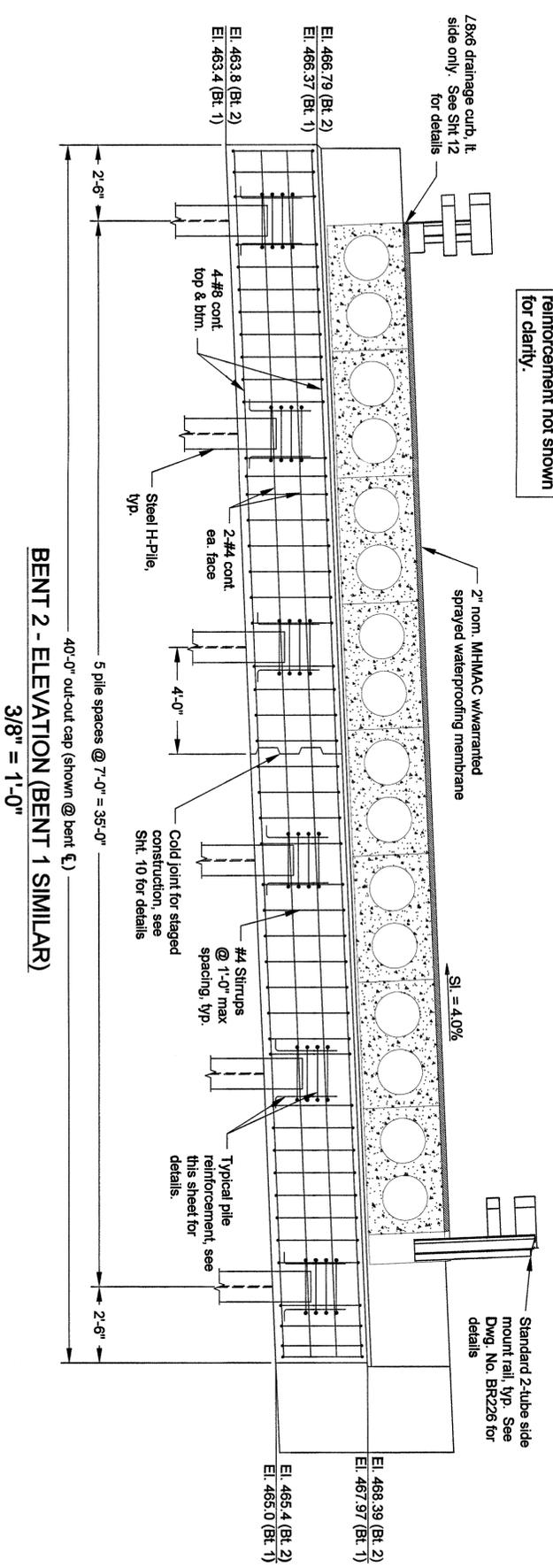
HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE SLAB DETAILS	
BRIDGE NO: BR020B-0921	PROJ. NO: CB089
TRIS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK
SCALE: as noted	
SHEET 13	

**Note:**  
All elevations shown are finish grade and the gutter lines or the bridge centerline.



**BENT 2 - PLAN (BENT 1 SIMILAR)**  
3/8" = 1'-0"

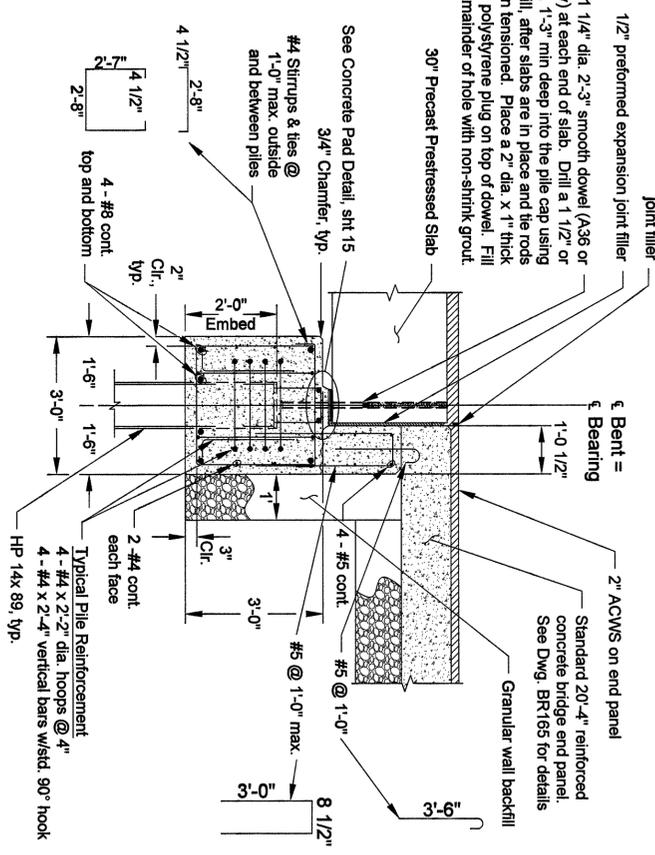
**Note:**  
Wingwall and backwall reinforcement not shown for clarity.



**BENT 2 - ELEVATION (BENT 1 SIMILAR)**  
3/8" = 1'-0"

Saw cut 1 1/2" deep x 1/2" wide and fill w/poured joint filler

Use a 1 1/4" dia. 2'-3" smooth dowel (A36 or merchant quality) at each end of slab. Drill a 1 1/2" or 1 3/8" dia. hole, 1'-3" min deep into the pile cap using a core drill; after slabs are in place and the rods have been tensioned. Place a 2" dia. x 1" thick expanded polystyrene plug on top of dowel. Fill remainder of hole with non-shrink grout.



**TYPICAL BENT SECTION**  
1/2" = 1'-0"

**Note:**  
Form 1 1/2" concrete pad integrally with supporting member. Allow concrete to cure 3 days or until concrete obtains design strength. Place 1/2" grout layer immediately before placing bearing pads and slabs. Place elastomeric bearing pads, preformed expansion joint filler and prestressed slabs before grout is fully set to ensure uniform bearing across full width of beam. If uniform bearing is not achieved, lift slab and repeat procedure. Any excess grout protruding above bottom of bearing pads shall be removed immediately after placing slabs.



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CHARLES R. KNOLL, P.E.

**COUNTY COMMISSION**  
ROGER NYQUIST  
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WILLIAM TUCKER

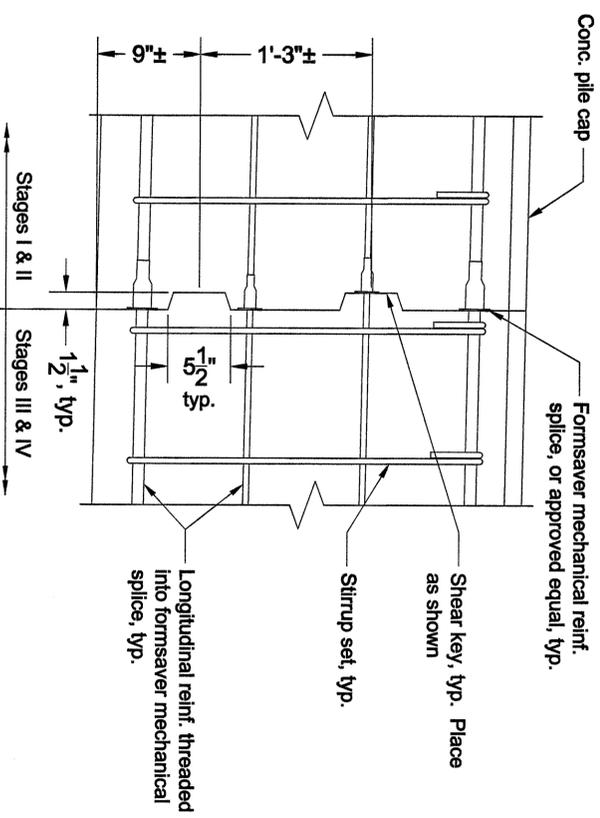
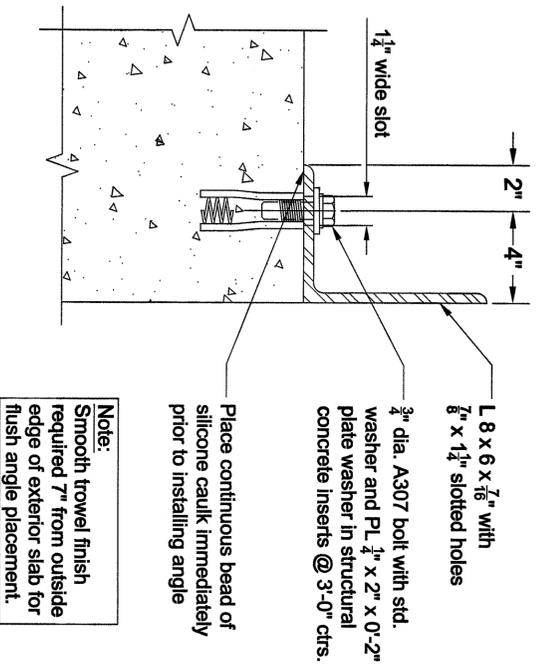
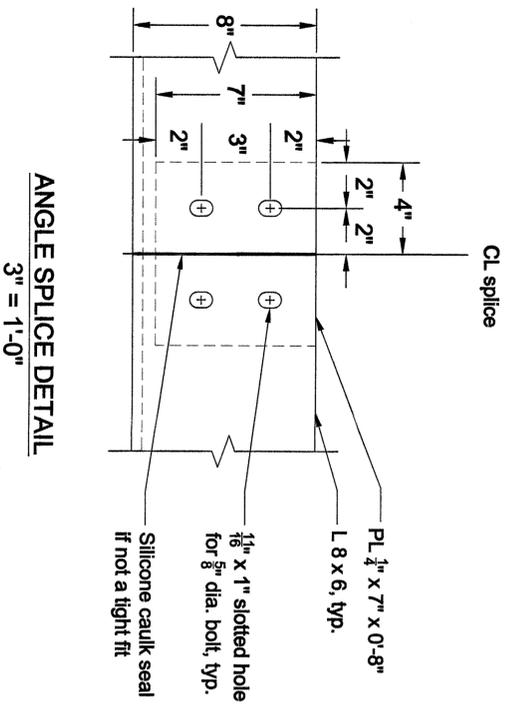
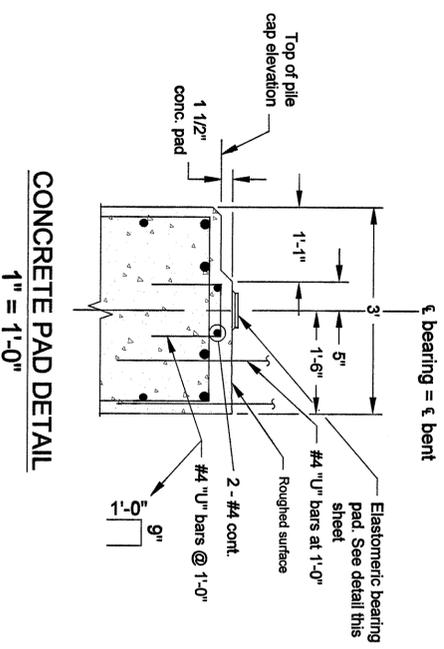
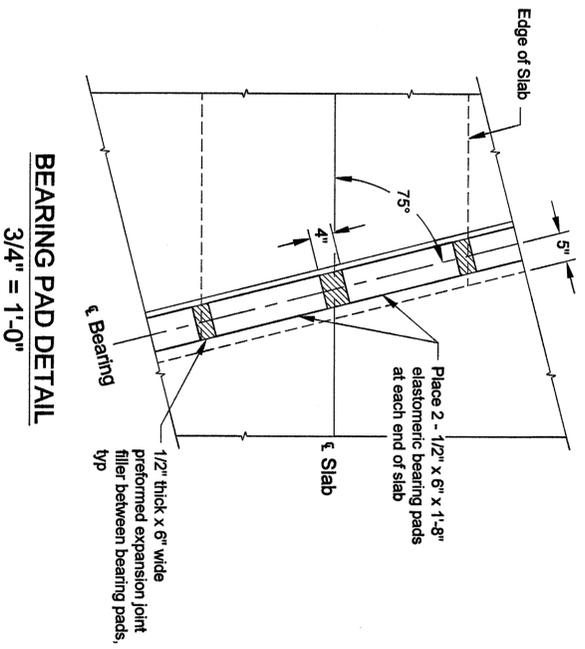
DATE:	REVISION:	BY:



<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE BENT DETAILS</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

**WARNING**  
If this bar does not measure 1" then drawing is not to scale

SCALE: as noted  
SHEET 14



**WARNING**  
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**COUNTY ENGINEER**  
CHARLES R. KNOLL, P.E.

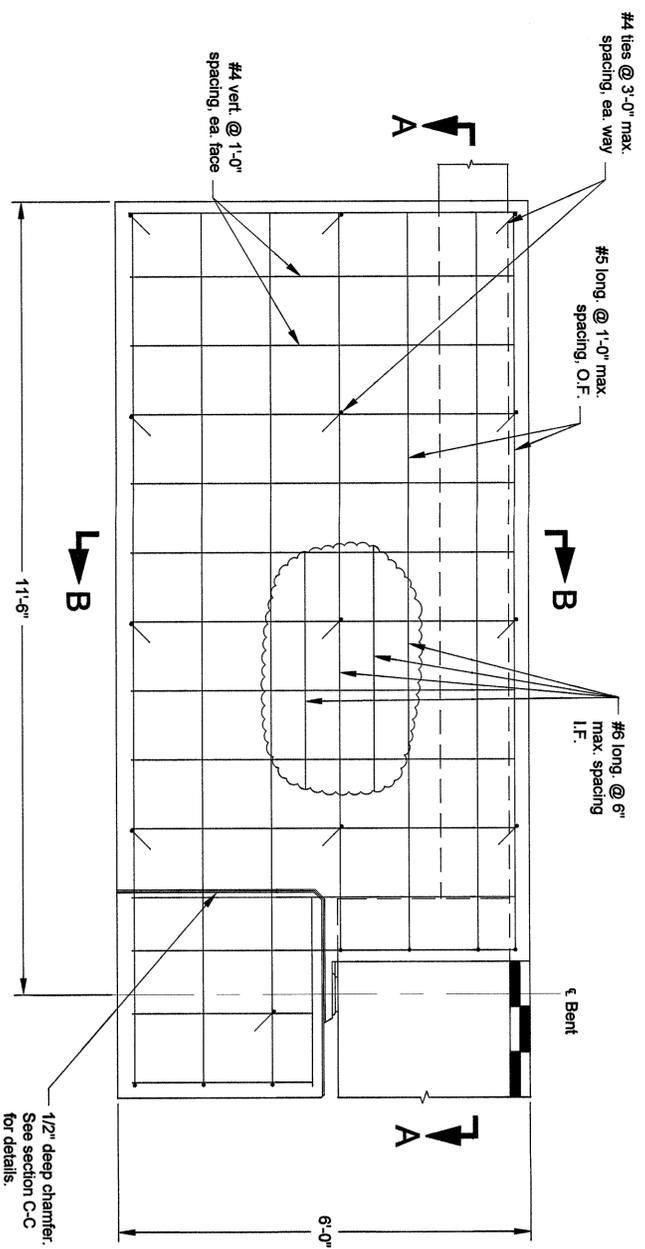
**COUNTY COMMISSION**  
ROGER NYQUIST  
CHAIRMAN  
JOHN LINDSEY  
WILLIAM TUCKER

BY:	
REVISION:	
DATE:	

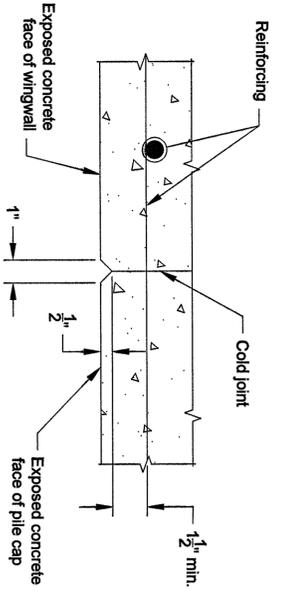


<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE MISCELLANEOUS DETAILS</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

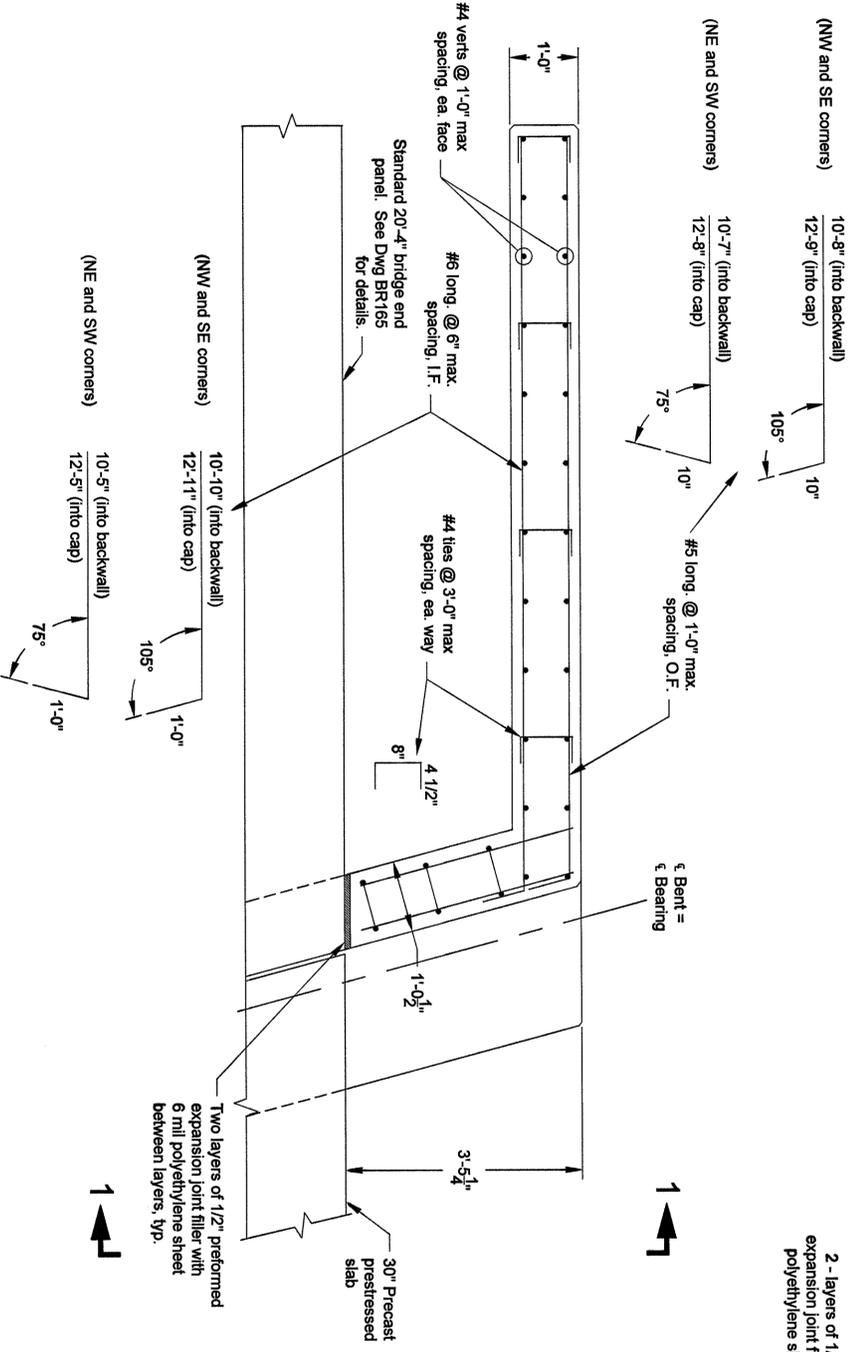
SCALE: as noted  
SHEET 15



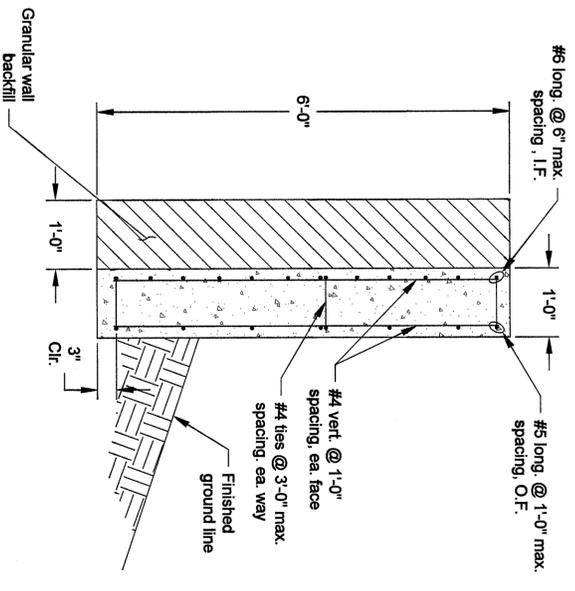
**TYPICAL WINGWALL ELEVATION**  
Scale: 3/4"=1'-0"



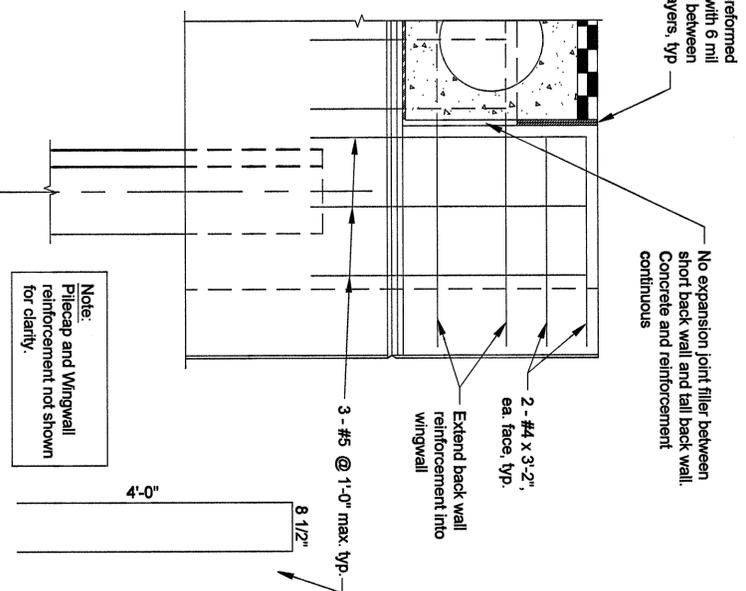
**SECTION C-C**  
Scale: 1"=1'-0"



**SECTION A-A**  
**WINGWALL REBAR DETAIL**  
Scale: 3/4"=1'-0"



**Section B-B**  
Scale: 3/4"=1'-0"



**Section 1-1**  
Scale: 3/4"=1'-0"

- Notes:**
1. Do not compact fill within 12" of wingwalls.
  2. Pour bottom of wingwall against undisturbed or well compacted material.
  3. Top of wingwall to be flush with top of finish grade.

**WARNING**  
If this bar does not measure 1" then drawing is not to scale



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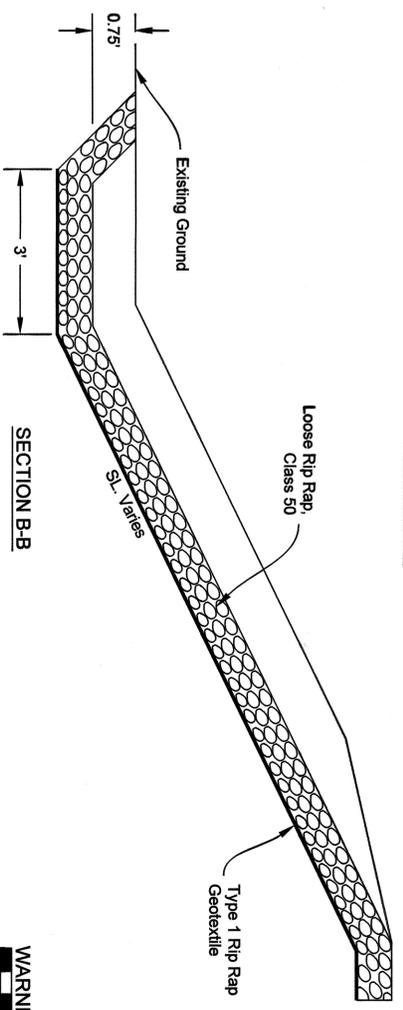
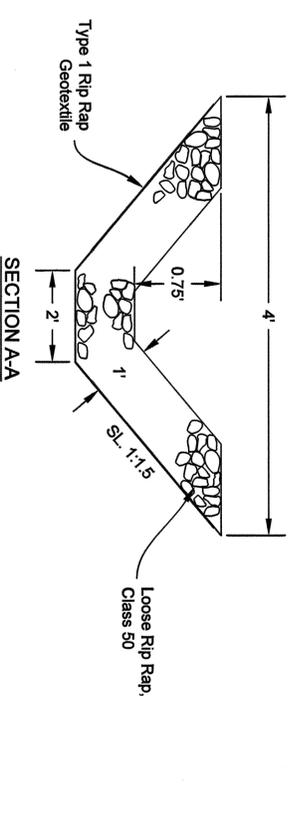
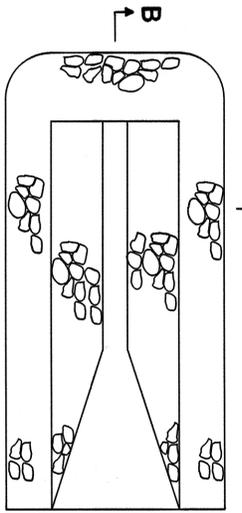
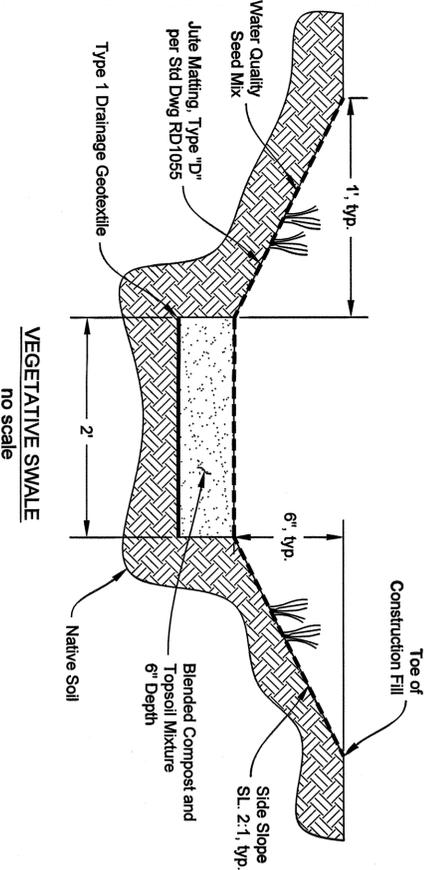
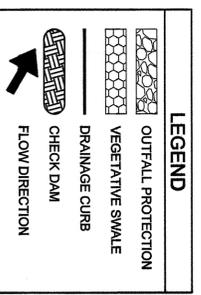
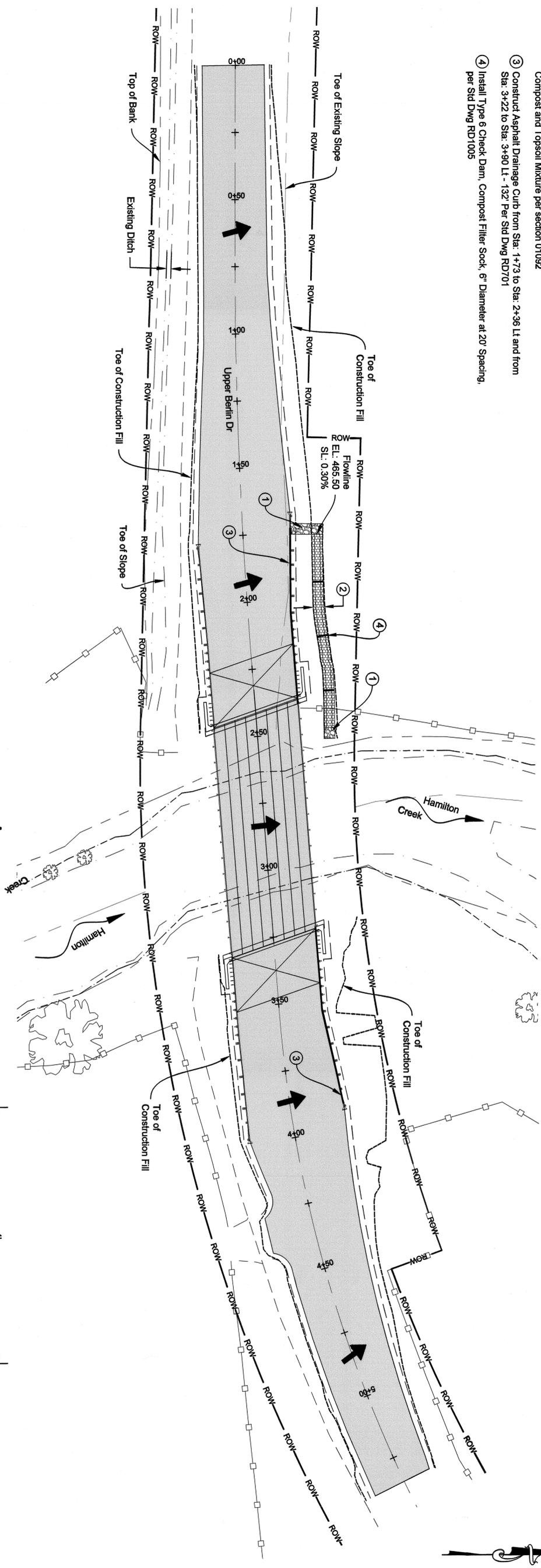
DATE:	REVISION:	BY:



<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE WINGWALL DETAILS</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25	DATE: 04/18/13
DESIGNED BY: KMG	CHECKED BY: RAO
DRAFTED BY: DEL	REVIEWED BY: CRK

SCALE: as noted  
SHEET 16

- ① Construct Rock Lined Outfall at Sta. 1+72 and Sta: 2+50 Lt., Prior to Ground Disturbance Activities. See Detail this Sheet
- ② Construct Vegetative Swale from Sta: 1+72 to Sta: 2+50, Lt., Prior to Ground Disturbance Activities. See Detail this Sheet. Water Quality Seed Mix, Blended Compost and Topsoil Mixture per section 01092
- ③ Construct Asphalt Drainage Curb from Sta. 1+73 to Sta: 2+36 Lt and from Sta: 3+22 to Sta: 3+90 Lt. - 132' Per Std Dwg RD/701
- ④ Install Type 6 Check Dam, Compost Filler Sock, 6" Diameter at 20' Spacing, per Std Dwg RD/1005



ROCK LINED OUTFALL  
no scale

**WARNING**  
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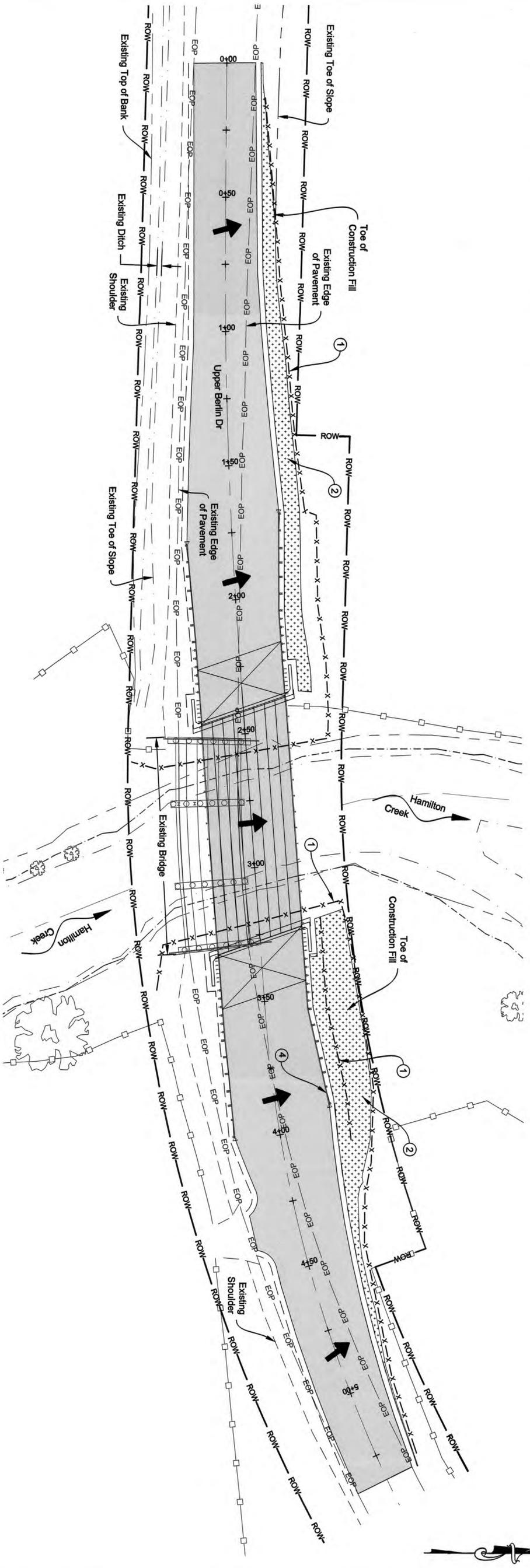
DATE:	REVISION:	BY:



<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STORM DRAINAGE PLAN</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'  
SHEET 17

- ① Install Type 3 Sediment Barrier, Compost Filter Sock, 12" Diameter, at Toe of Construction Fill or as directed - 700' Per Std Detail DET6013, DET 6014
- ② Install Permanent Seeding on All Areas Disturbed During Construction



**GENERAL NOTES:**

1. The Implementation of the Erosion Control Plans and the Construction, Maintenance, Replacement and Upgrading of the Erosion Control Facilities are the Responsibility of the Contractor Until All Construction is Completed and Approved.
2. Installation, Construction, and Maintenance of Erosion Control Facilities Shall Begin Prior to Clearing, Grading or Other Earth Altering Activities.
3. The Erosion Control Facilities Shown on this Plan are Anticipated for Site Conditions. During the Construction Period These Facilities Shall be Upgraded for Unexpected Storm Events and to Insure that Sediment and Sediment Laden Water Does Not leave the Site.
4. Develop a Revised Plan of the Erosion Control Facilities Shown in Accordance with the Requirements of Section 00280 for the 2008 Oregon Standard Specifications for Construction. This Plan Must be Constructed in Conjunction with all Clearing and Grubbing Activities. Construct in Such a Manner as to Insure that Sediment and Sediment Laden Water does not Enter the Drainage System, Roadway, or Violate Applicable Water Standards. Construct Controls in Segments Applicable to Each Staging Phase.
5. Stabilized Construction Entrances Shall be Installed at the Beginning of Construction and Maintained for the Duration of the Project. Additional Measures May be Required to Insure that All Paved Areas are Kept Clean for the Duration of the Project.

**LEGEND**

- X-X- SEDIMENT BARRIER
- PERMANENT SEEDING
- FLOW DIRECTION

**WARNING**  
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is not to scale



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DATE:	REVISION:	BY:

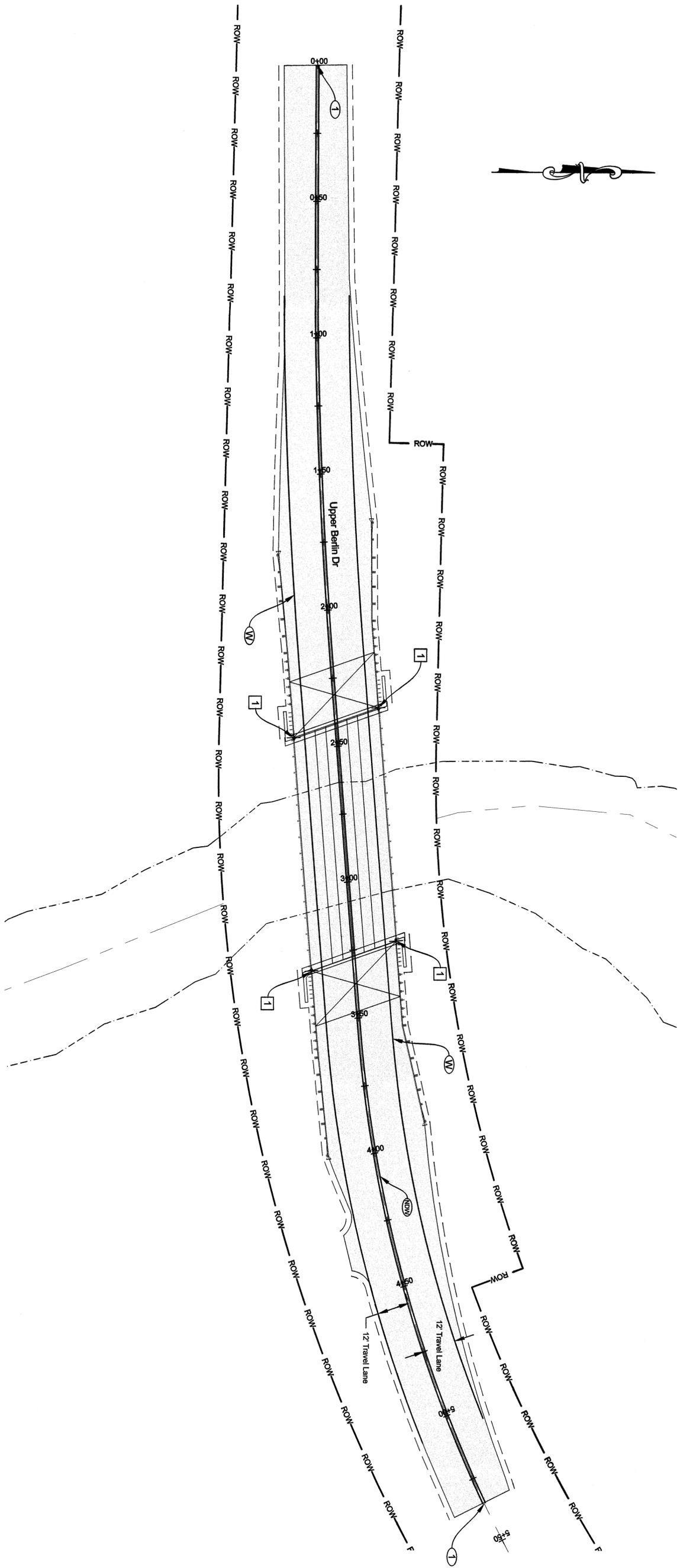
REGISTERED PROFESSIONAL ENGINEER  
OS 9174  
CHARLES R. KNOLL  
EXPIRES 6/30/13

<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE EROSION CONTROL PLAN</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'  
SHEET 18

1 Install Type "O" Signs on Bridge Ends

- ① Match New Striping to Existing Striping
- ④ Yellow Lines, Narrow Double No-Pass Shown Thus:  (See TM500)
- ④ White Line Shown Thus:  (See TM500)



NOTE:  
 1. The Contractor is to Remove Any Existing Striping or Pavement Markings that Conflict with the New Striping or Markings.  
 2. See Sheet 2 for Standard Drawing Numbers.

**WARNING**  
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**COUNTY COMMISSION**  
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 CHAIRMAN  
 JOHN LINDSEY  
 WILLIAM TUCKER

DATE:	REVISION:	BY:



<b>HAMILTON CREEK (UPPER BERLIN DRIVE) BRIDGE STRIPING AND SIGNING PLAN</b>	
BRIDGE NO: BR020B-0921	PROJ. NO: CB0809
TRS: T12S R1W SEC25, W.M.	DATE: 04/18/13
DESIGNED BY: DLM	CHECKED BY: CRK
DRAFTED BY: DLM	REVIEWED BY: KMG

SCALE: 1" = 20'  
 SHEET 19

June 7, 2013

**ADDENDUM NO. 1**

**TO:** All Plan holders and/or Prospective Bidders

**RE:** Calapooia River (McClun Road ) Bridge  
Bid Opening, June 18, 2013, 9:35 PDT, Linn County Courthouse

**FROM:** Chuck Knoll, P.E., County Engineer

**The following changes are hereby made to the Calapooia River (McClun Road) Bridge Project Specifications:**

**DESCRIPTION OF WORK of the Bid Booklet**

**TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)** - Replace the time 9:35.00 a.m. with the time 9:30.00 a.m..

**SECTION 00110 of the Special Provisions**

**00110.20 Definitions** - Delete the following two definitions:

"Contractor" and "County".

**Agency** -Add the following sentence:

References in the Standard Specifications to "Agency" shall mean "Linn County", except where the context or intended meaning otherwise require.

Replace the paragraph that begins "Wherever the words..." with the following paragraph:

Wherever the words "State Transportation Commission", "Division", "Agency", "State of Oregon", or "State" appear in the Standard Specifications, they shall be construed to mean Linn County, Oregon, except for Sections 00170.70(c), 00170.72 and 00170.79, and where the context or intended meaning otherwise requires.

**SECTION 00120 of the Special Provisions**

Delete subsection **00120.40(e-2) - Bid Guaranty with Electronic Bids**

**00120.40(e) - Bid Guaranty** - Replace this subsection of the Standard Specifications, except for the subsection number and title, with the following:

Each proposal shall be accompanied by cash, certified check, or bidder's bond, located in Appendix B - Bid Section of these specifications, made payable to Linn County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This check or bid bond shall be given as a guarantee that, if awarded the contract, the successful bidder will execute that attached contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price within five (5) days after notification that the bid has been accepted.

The successful bidder shall use Linn County's Bond Forms, copies of which are included in the Bid Section of these Special Provisions.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by subsection 00130.60, and return of guaranties is covered by subsection 00130.70.

### **SECTION 00130 of the Special Provisions**

**00130.40(a-1) Bidder's Bond** - Delete this subsection in its entirety.

### **SECTION 00170 of the Special Provisions**

**00170.00 General** - Delete the sentence that begins "The Contractor shall name....".

### **SECTION 00170 of the Special Provisions Continued**

**00170.70(c) Additional Insured** - Replace the bullet that begins "The State of Oregon..." with the following:

- The State of Oregon, its Department of Transportation, The Oregon Transportation Commission, and their members, agents officers and employees.

**00170.72 Indemnity/Hold Harmless** - Replace the bullet that begins "The State of Oregon..." with the following:

- The State of Oregon, its Department of Transportation, The Oregon Transportation Commission, and their members, agents officers and employees.

**00170.79 Third Party Beneficiary** - Replace this subsection of the Standard Specifications, except for the subsection number and title, with the following:

The State of Oregon and its Department of Transportation are a third party beneficiary of the Contract.

### **SECTION 00195 of the Special Provisions**

**00195.12(d) Steel Materials Pay Item Selection** - Delete the second subsection 00195.12(d) that states "Add the following to this subsection: No Pay Items..." in its entirety.

### **SECTION 00501 of the Special Provisions**

**00501.03 Submittals** - Replace the sentences "It is recognized that portions of the bridge may need to be temporarily supported from during its removal. Temporary support will be made from the river bed." with the following:

“It is recognized that portions of the bridge may need to be temporarily supported during its removal. Temporary support shall not be made from below the ordinary high water elevation shown on the plans.”

**BID SCHEDULE**

**Bid Item 22, Reinforcement** - Replace the unit measurement of "LBS" to "LS" and replace the quantity measurement of "12,000.0" to "All". The estimated quantities of reinforcement will remain the same.

These changes will be included in the Contract for this Project. It is understood that your bid will be submitted accordingly.

All Bidders will acknowledge receipt of this addendum by returning a signed copy of this addendum with the bid package. Proposals without this letter will be considered informal.

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

\_\_\_\_\_  
Printed Authorized Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Signature



Date (Month, Day, Year)

Name (Authorized Signature)  
Company  
Address  
City, State, Zip

RE: *Insert Project Name*  
**Intent to Award**

This letter is to provide you with notice of our intent to award the above-referenced contract to your Company.

A copy of the bid tabulation is enclosed.

Thank you for your bid.

Sincerely,

Chuck Knoll, P.E.  
County Engineer

Enclosure

Date (Month, Day, Year)

Name (Authorized Signature)  
Company  
Address  
City, State, Zip

RE: *Insert Project Name*  
**Intent to Award**

This letter is to provide you with notice of our intent to award the above-referenced contract to Insert Successful Bidder's Name.

A copy of the bid tabulation is enclosed.

Thank you for your bid.

Sincerely,

Chuck Knoll, P.E.  
County Engineer

Enclosure

**CONTRACT AND BONDS  
FOR HIGHWAY CONSTRUCTION**

**LINN COUNTY ROAD DEPARTMENT  
ALBANY, OREGON**



**COVERED BRIDGE REHABILITATION  
THOMAS CREEK, CAMP MORRISON ROAD (HANNAH) COVERED BRIDGE  
CAMP MORRISON DRIVE  
LINN COUNTY**

**CONTRACT NUMBER 2013-300**  
**CLASS OF PROJECT FEDERAL AID NO. BRO-C043 (032)**  
**CLASS OF WORK BRIDGES AND STRUCTURES**  
**CONTRACTOR LEGACY CONTRACTING, INC.**  
**DATE OF AWARD OCTOBER 1, 2013**  
**SPECIFIED COMPLETION AUGUST 1, 2014**

## TABLE OF CONTENTS FOR CONTRACT

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Section I. Contract .....	[ 1 ]
Section II. Bid Schedule .....	[ 2 ]
Section III. Performance Bond.....	[ 3 ]
Section IV. Payment Bond .....	[ 4 ]
Section V. Certification of Workers' Compensation Coverage .....	[ 5 ]

### DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HERIN

#### **(1) Standard Specifications**

The "2008 Oregon Standard Specifications for Construction," Volume 1, which contain Part 00100 "General Conditions" and Volume 2, which contain Parts 00200 through 03000 "Technical Specifications: as published by the Oregon Department of Transportation.

Copies of the "2008 Oregon Standard Specifications for Construction," Volume 1 and Volume 2 may be purchased from the Oregon Department of Transportation Procurement Office; 455 Airport Road SE, Building K; Salem, Oregon 97301-5348.

#### **(2) Special Provisions**

The Special Provisions give a description of the work to be performed under this Contract, together with required provisions, supplemental standard specifications, special provisions and instructions which supplement and modify the published "Oregon Standard Specifications for Construction," book and published "Supplemental Oregon Standard Specifications for Construction: book (if any) making them applicable to the particular work to be done.

#### **(3) Plans**

Applicable Plans, either separate from the Special Provisions or included in the Special Provisions.

**SECTION I.**

**CONTRACT**

LINN COUNTY, OREGON  
CONSTRUCTION CONTRACT

	DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR:  <b>Legacy Contracting, Inc.</b> <b>41850 Kingston-Jordan Rd</b> <b>Stayton, Oregon 97383</b>	CHECK APPROPRIATE DESCRIPTION:  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION, INCORPORATED IN THE STATE OF OREGON

DEPARTMENT OR AGENCY:

**Linn County Road Department**

CONTRACT FOR: (Work to be performed)

**Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge**

PLACE:

**Linn County, Oregon**

CONTRACT PRICE: (Express in words and figures)

**Four Hundred Seventy-Seven Thousand, Two Hundred Forty-Two Dollars and Sixty Cents (\$477,242.60)**

WITNESSETH:

That the above named Contractor, in consideration of the sums to be paid by Linn County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Standard Specifications, the governing special provisions, and in accordance with such alterations or modifications of the same as may be made by the Engineer and according to such directions as may from time to time be made or given by the Engineer, under the authority and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the contractor.

That the applicable plans, the applicable Standard Specifications, the special provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract, and shall not permit any lien or claim to be filed or prosecuted against Linn County. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon. Contractor agrees to comply with the provisions set forth in this contract applicable to the Contractor; and those provisions are incorporated herein and by this reference as if fully set forth herein.

The Contract Documents include: this Linn County, Oregon Construction Contract, Project Drawings, the 2008 ODOT Specifications, any Supplemental Specifications attached hereto, any Supplementary Conditions attached hereto, Performance and Payment Bonds, Certificates of Insurance, current Prevailing Wage Rate information, other documents listed in this Construction Contract, addenda issued prior to the execution of this Contract, and Modifications issued after execution of this Contract; these form the Contract, and are as fully a part of the Contract as if attached to this Construction Contract or repeated herein.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable plan, standard specifications, special provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County Engineer and to his satisfaction, Linn County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

CONTRACTOR

  
\_\_\_\_\_  
Signature  
*Jeff Howell*  
\_\_\_\_\_  
Name, Printed or Typed  
*President*  
\_\_\_\_\_  
Title  
*10-7-13*  
\_\_\_\_\_  
Date signed

LINN COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Chairman  
  
\_\_\_\_\_  
Commissioner  
  
\_\_\_\_\_  
Commissioner  
*10-23-2013*  
\_\_\_\_\_  
Date signed

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linn County Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Linn County Roadmaster

**SECTION II.**

**BID SCHEDULE**

Payment for work done under this contract will be made at the unit prices listed on the inserted sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge  
Covered Bridge Rehabilitation

**BID SCHEDULE**

Covered Bridge Rehabilitation  
Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

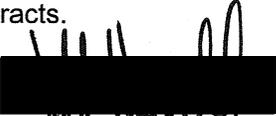
Bid Opening: September 24, 2013 – 9:35 a.m., P.D.T.

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
1. Mobilization	LS	All	\$ 47,700 <sup>00</sup>	\$47,700.00
2. Work Zone Traffic Control, Complete	LS	All	\$ 10,150 <sup>00</sup>	\$10,150.00
3. Pollution Control Plan	LS	All	\$ 1,365 <sup>00</sup>	\$ 1,365.00
4. Work Containment Plan and System	LS	All	\$ 29,985 <sup>00</sup>	\$29,985.00
5. Asphalt Pavement Saw Cutting	FOOT	41.0	\$ 1350	\$ 553.50
6. Bridge Removal Work	LS	All	\$ 31,650 <sup>00</sup>	\$31,650.00
7. Shoring, Cribbing and Cofferdams	LS	All	\$ 16,365 <sup>00</sup>	\$ 16,365.00
8. Structural Steel, Hanger Rods & Nuts	LS	All	\$ 30,335 <sup>00</sup>	\$30,335.00
9. Timber and Lumber Rafters & Roof Nailers	MBFM	7.35	\$ 3,275 <sup>00</sup>	\$24,071.25
10. Timber and Lumber Timber Decking	MBFM	12.48	\$ 3,085 <sup>00</sup>	\$38,500.80
11. Timber and Lumber Truss Repair	MBFM	0.05	\$ 31,650 <sup>00</sup>	\$ 1,582.50
12. Timber and Lumber Lower X-Bracing	MBFM	1.04	\$ 8,365 <sup>00</sup>	\$ 8,699.60
13. Timber and Lumber Siding	MBFM	0.40	\$ 31,350 <sup>00</sup>	\$12,540.00
14. Timber and Lumber Miscellaneous	MBFM	0.57	\$ 9,635 <sup>00</sup>	\$ 5,491.95
15. Glue-Laminated Timber, Floor Beams	MBFM	4.12	\$ 3,685 <sup>00</sup>	\$15,182.20
16. Glue-Laminated Timber, Span 2 Stringers	MBFM	9.24	\$ 3,795 <sup>00</sup>	\$35,065.80
17. Re-Roof Bridge	LS	All	\$ 37,880 <sup>00</sup>	\$37,880.00
18. Chemical Fumigant Treatment	LS	All	\$ 18,230 <sup>00</sup>	\$18,230.00
19. Paint Bridge	LS	All	\$ 55,655 <sup>00</sup>	\$55,655.00
20. Steel Backed Timber Rail	FOOT	304.0	\$ 185 <sup>00</sup>	\$ 56,240.00
<b>PROJECT TOTAL</b>			\$ 477,242.60	

**Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge  
Covered Bridge Rehabilitation**

**BID SCHEDULE [CONT.]**

By signing and submitted a bid on the work called for under this proposal, the bidder certifies he will abide by the provisions of ORS 279.350 regarding prevailing rate of wages on public contracts.

  
\_\_\_\_\_  
Authorized Signature

41850 Kingston-Jordan Rd  
\_\_\_\_\_  
Address

Stayton OR 97383  
\_\_\_\_\_  
City State Zip Code

503-749-1818  
\_\_\_\_\_  
Phone

888-249-0293  
\_\_\_\_\_  
Fax Number

9/24/13  
\_\_\_\_\_  
Date

185342  
\_\_\_\_\_  
Oregon Construction Contractors Board Number

**SECTION III.  
PERFORMANCE BOND**

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we LEGACY CONTRACTING, INC., as principal, and as surety, are jointly and severally held and bound unto the County of Linn and the State of Oregon, Department of Transportation, as obligee, in the sum of ~~FOUR HUNDRED SEVENTY-SEVEN THOUAND TWO HUNDRED~~ FORTY-TWO AND 60/100-- (\$477,242.60)-- 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 Linn County, which contract, together with the applicable plans, standard specifications, special provisions, and schedule of contract prices, 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 standard specifications, and shall indemnify and save harmless Linn County, the Linn County Board of Commissioners, and the State of Oregon, Department of Transportation, as obligee, 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 and his subcontractors; and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this 7TH day of OCTOBER, 2013

LEGACY CONTRACTING, INC.  
Principal (Seal)

[Redacted Signature]  
By

RLI INSURANCE COMPANY  
Surety (Seal)

A.G. SADOWSKI COMPANY  
Agent (typed or printed)

1605 LIBERTY ST. SE, SALEM, OR 97302  
Address

503-362-2711  
Phone

Signature of Attorney-in-fact must be  
RLI INSURANCE COMPANY

[Signature]  
registered with Oregon Insurance Division  
Attorney-in-fact TY MOFFETT



**SECTION IV.**

**PAYMENT BOND**

Thomas Creek, Camp Morrison Road (Hannah) Covered Bridge

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we RLI INSURANCE COMPANY, as principal, and as surety, are jointly and severally held and bound unto the County of Linn and the State of Oregon, Department of Transportation, as obligee, in the sum of FOUR HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED FORTY-TWO AND 60/100-- --(\$477,242.60)-- 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 Linn County, which contract, together with the applicable plans, standard specifications, special provisions, and schedule of contract prices, 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 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 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 such contractors or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Tax Commission pursuant to ORS 315.575 or 316.575; and shall pay all other just debts, dues or demands incurred in the performance of the said contract and shall pay the County of Linn, by and through its County Board of Commissioners, such damages as may accrue to the County under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this 7TH, day of OCTOBER, 2013

LEGACY CONTRACTING, INC.

Principal (Seal)

By

RLI INSURANCE COMPANY

Surety (Seal)

A.G. SADOWSKI COMPANY

Agent (typed or printed)

1605 LIBERTY ST. SE, SALEM, OR 97302

Address

503-362-2711

Phone

Signature of Attorney-in-fact must be RLI INSURANCE COMPANY

Ty Moffett

registered with Oregon Insurance Division Attorney-in-fact TY MOFFETT





RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

A.G. Sadowski, Derek A. Sadowski, Kathleen M. Sadowski, Ty Moffett, jointly or severally.

in the City of Salem, State of Oregon its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of May, 2013.



**RLI Insurance Company**

[Signature]  
 Roy C. Die Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 24th day of May, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 7th day of October, 2013.

[Signature]  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**  
[Signature]  
 Roy C. Die Vice President



**SECTION V.**

**CERTIFICATE OF WORKERS' COMPENSATION COVERAGE**

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1.  "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other Authorized insurer)

Insurance Company Name SAIF Corporation

ID/Policy Number 777630

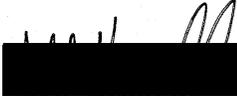
2.  "Self-Insured Employer" (Certified by the Workers' Compensation Division)

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

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

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the County of said cancellation or change and will obtain alternate coverage.

Dated 10-7-13, 2013

  
\_\_\_\_\_  
(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

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

For filing information, contact Workers' Compensation Division at Labor and Industries Building Salem, Oregon 97301; Phone (503) 947-7810.

Date (Month, Day, Year)

Name (Authorized Signature)

Company

Address

City, State, Zip

RE: *Insert Project Name*  
**Notice of Award**

This letter is to inform you that the Linn County Board of Commissioners have provided their approval to award the contract for *Insert Project Name* Project to your company.

Provided to you with this letter, are two (2) sets of contract documents. Please sign both original agreements and return within fifteen (15) days and include the appropriate insurance certificates.

For this project *Insert Name*, PE, will be the Project Manager and *Insert Name*, PE, will be the Project Engineer. You may contact *Insert Name (PM)*, *Insert Name (PE)* or me at (541) 967-3919 if you have any questions regarding this project.

I will be contacting your company in regards to a preconstruction conference and any documents that are required before we can issue a notice to proceed.

Sincerely,

Chuck Knoll, PE  
County Engineer

Enclosures

Date (Month, Day, Year)

Name (Authorized Signature)

Company

Address

City, State, Zip

RE: *Insert Project Name*  
**Notice to Proceed**

By this notice to proceed, you are authorized to commence work and to enter onto the property on which the work is to be done under terms of the Contract effective the date of this letter. However, work may not commence until the preconstruction meeting has been conducted and the items required by the Contract have been submitted and approval has been provided to proceed with construction. Please contact *Insert Name (PM)*, Project Manager to schedule a preconstruction meeting.

On *Date (Month, Day, Year)*, the contract for this project was approved and signed by the Linn County Board of Commissioners. A copy of the signed contract is enclosed.

The general liability, excess liability, commercial automobile liability and workers' compensation insurance coverages are in effect. It is your responsibility to keep your insurance coverages in force throughout the life of the Contract.

According to section 00170.20 Public Works Bond of the Contract Special Provisions, the public works bond in the amount of \$30,000 has been filed with the Construction Contractors Board. It is your responsibility to verify that all subcontractor(s) have filed a public works bond before the subcontractor(s) begins work.

If you have any questions regarding this letter, please contact *Insert Name (PM)*, P.E., Project Manager, *Insert Name (PE)*, P.E., Project Engineer or me at (541) 967-3919.

Sincerely,

Chuck Knoll, PE  
Linn County Engineer

**LINN COUNTY PUBLIC CONTRACTING RULES SUMMARY**  
*IN REGARDS TO LINN COUNTY AS A CERTIFIED AGENCY*  
*FOR DELIVERY OF FEDERALLY FUNDED PROJECTS*

The following is a list of rules associated with Public Contracting regarding Linn County Code and Policy. Projects will be contracted out in the format and procedures followed by ODOT's LAG Manual for Local Agencies and as reviewed and approved by ODOT Local Programs. The following rules are provided as a reference as they pertain to the procedures followed within Linn County in administration and implementation of public contracts for delivery of capital improvement projects through Engineering Services of Linn County.

**TITLE 10 SPECIAL ORDINANCES, REGULATIONS, RULES, POLICIES, AND BARGAINING AGREEMENTS**

LCPR 137-046	GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING
LCPR 137-047	PUBLIC PROCUREMENTS FOR GOODS OR SERVICES GENERAL PROVISIONS
LCPR 137-048	CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, LAND SURVEYING AND RELATED SERVICES CONTRACTS
LCPR 137-049	GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES

**TITLE 6 - PUBLIC PROPERTY - ACQUISITION, DISPOSITION, AND MAINTENANCE**

**CHAPTER 630 CONTRACT ADMINISTRATION CODE**

RESOLUTION AND ORDER NO. 2010-003, Linn County Board of Commissioners,

"In the Matter of Declaring the Attorney General's Model Public Contracting Rules Not Applicable and the Linn County Public Contracting Rules (LCPR) Shall Continue in Effect."

Prepared by: C. R. Knoll, PE  
March 28, 2014

