

**BID BOOKLET
FOR HIGHWAY CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT
ALBANY, OREGON**

CURBS, WALKS, EARTHWORK, DRAINAGE, LIGHTING & PAVING

MILL CITY DOWNTOWN REVITALIZATION PROJECT

BROADWAY STREET

LINN COUNTY

CLASS OF PROJECT FEDERAL AID - T17HC019

CLASSES OF WORK ANY COMBINATION OF TWO OF THE FOLLOWING:

EARTHWORK AND DRAINAGE,

ASPHALT CONCRETE PAVING AND OILING,

ELECTRICAL,

MISCELLANEOUS HIGHWAY APPURTENANCES

BID OF _____

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

DESCRIPTION OF WORK

Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Linn County

TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be 9:15:00 a.m. on the 15th day of December, 2020.

Before 9:15:00 a.m. on the day of Bid Closing, Bids shall be submitted to:

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

Bids, Bid modifications, and Bid withdrawals will not be accepted on or after 9:15:00 a.m. on the day 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 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Special Provisions Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project. Broadway Street is classified as a Rural Major Collector.

CLASS OF WORK

The Class of Work for this Project is the combination of any two classes in the following list: Earthwork and Drainage, Asphalt Concrete Paving and Oiling, Electrical, and Miscellaneous Highway Appurtenances.

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.

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

INSTRUCTIONS FOR MODIFYING BID

General - Bid modifications must be received in writing by hand delivery, mail, parcel delivery service, or by electronic facsimile (FAX) transmission prior to the time designated for Bid Closing. Bid modifications received after Bid Closing will not be considered. **Incomplete or late transmittals will not be accepted, regardless of reason.**

Bids will be modified at the Bid Opening according to the information received.

Instructions and Format - Make modifications to Bids according to the "Letter Format for Modifying Bid" document located in this Bid Booklet and the following:

- Prepare the modifications on the Bidder's letterhead stationery.
- Include the Project title and the Bidder's company name.
- Make changes (increase/decrease statement) for each affected Bid Item. (*Lumping the changes into one Bid Item may result in the Bid Item being unbalanced, causing the Bid to be considered irregular and constituting grounds for Bid rejection.*)
- List all decreased-in-Bid items in numerical order first, then list all increased-in-Bid items.
- Show the total difference in the Bid last. (*Do not refer to your original Bid total. Do not show a new Bid total. Do not include a new Bid Schedule.*)
- Print name and sign the letter by an individual authorized to execute Bids.

Hand Delivery, Mail, or Parcel Delivery Service - If delivering by hand, mail or parcel delivery service deliver to:

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

FAX Transmittals - If using FAX as transmission, send them according to the following:

- Send the FAX to the FAX telephone number 541-926-8228. FAX transmittals will be accepted only at this number. (*Contractors will be responsible for the payment for the transmission of Bid modifications.*)
- The time of receipt of FAX transmittals by the County will be determined by the time which is electronically imprinted upon the Bid change by the County facsimile machine.
- The Agency is not responsible for any failed or partial FAX transmissions of Bid changes, caused by whatever reason, mechanical failure or otherwise.
- **Complete Bids will not be accepted by FAX.**

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

LETTER FORMAT FOR MODIFYING BID

(NOTE: Text shown as "italic-underline" are instructions for preparing the letter for modifying Bids.)

(Prepare on Bidders Letterhead Stationery)

(Bid Opening Date)

Attn: Darrin Lane, County Administrative Officer

Hand Delivery, Mail, or Parcel Delivery Service Address:

Linn County Courthouse
300 Fourth Avenue S.W., Room 201
Albany, Oregon 97321

SUBJECT: Modifications to Bid

(Project Title)

(Bidders Company Name)

(For a decrease in a Bid amount: Copy and paste the following line for each Bid Item reduction.)

Reduce Bid Item No. _____ by \$ _____ per _____ (Indicate unit of measurement, e.g., ton, cu. yd., sq. ft., etc.)

(For an increase in a Bid amount: Copy and paste the following line for each Bid Item increase.)

Increase Bid Item No. _____ by \$ _____ per _____ (Indicate unit of measurement, e.g., ton, cu. yd., sq. ft., etc.)

This will (increase/decrease) our total Bid by \$ _____. (Only show the total increase or decrease of your Bid. Do not show a new Bid total.)

(Printed name of individual signing below.)

(Signed by an individual authorized to sign Bids and execute documents.)

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**



**LINN COUNTY ROAD DEPARTMENT
ALBANY, OREGON**

CURBS, WALKS, EARTHWORK, DRAINAGE, LIGHTING & PAVING

MILL CITY DOWNTOWN REVITALIZATION PROJECT

BROADWAY STREET

LINN COUNTY

DECEMBER 15, 2020

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

DESCRIPTION OF WORK

Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Linn County

TIMES AND PLACES OF RECEIVING BIDS (BID CLOSING)

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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 00130.80 of these Specifications.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project. Broadway Street is classified as a Rural Major Collector.

CLASS OF WORK

The Class of Work for this Project is the combination of any two classes in the following list: Earthwork and Drainage, Asphalt Concrete Paving and Oiling, Electrical, and Miscellaneous Highway Appurtenances.

PROJECT INFORMATION

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

Daineal Malone, P.E., Project Engineer/ Project Manager, Linn County Road Department,
3010 Ferry St, S.W., Albany, Oregon 97322; Phone 541-967-3919, Fax 541-924-0202.
Email: daineal.malone@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

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

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Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

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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.

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AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to 41 CFR 60-4.6 the following notice 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 (see also 41 CFR 60-4.2(a)).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN.
2. 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:

TIME- TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
April 1, 1980 until further notice	3.8%	6.9 %

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 NONFEDERALLY 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.

3. 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.

4. AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS THE CIT OF MILL CITY, LOCATED IN LINN COUNTY, OREGON

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Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

EQUAL OPPORTUNITY CLAUSES

41 CFR 60-1.4

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: 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. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE CONTRACTING OFFICER SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER, ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER SECTION 202 OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND OF THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND BY THE RULES, REGULATIONS, AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS, AND ACCOUNTS BY THE CONTRACTING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS, AND ORDERS.

(6) 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.

(7) THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS, OR ORDERS OF THE SECRETARY OF LABOR ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS MAY BE DIRECTED BY THE SECRETARY OF LABOR AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NONCOMPLIANCE: *PROVIDED, HOWEVER*, THAT IN THE EVENT THE CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

THE APPLICANT HEREBY AGREES THAT IT WILL INCORPORATE OR CAUSE TO BE INCORPORATED INTO ANY CONTRACT FOR CONSTRUCTION WORK, OR MODIFICATION THEREOF, AS DEFINED IN THE REGULATIONS OF THE SECRETARY OF LABOR AT 41 CFR CHAPTER 60, WHICH IS PAID FOR IN WHOLE OR IN PART WITH FUNDS OBTAINED FROM THE FEDERAL GOVERNMENT OR BORROWED ON THE CREDIT OF THE FEDERAL GOVERNMENT PURSUANT TO A GRANT, CONTRACT, LOAN INSURANCE, OR GUARANTEE, OR UNDERTAKEN PURSUANT TO ANY FEDERAL PROGRAM INVOLVING SUCH GRANT, CONTRACT, LOAN, INSURANCE, OR GUARANTEE, THE FOLLOWING EQUAL OPPORTUNITY CLAUSE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: 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. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

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(2) THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATIONS FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.

(3) THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVES OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

(4) THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND OF THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

(5) THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, AND BY RULES, REGULATIONS, AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS, AND ACCOUNTS BY THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS, AND ORDERS.

(6) IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID 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 OR FEDERALLY ASSISTED CONSTRUCTION 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.

(7) THE CONTRACTOR WILL INCLUDE THE PORTION OF THE SENTENCE IMMEDIATELY PRECEDING PARAGRAPH (1) AND THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS, OR ORDERS OF THE SECRETARY OF LABOR ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE ADMINISTERING AGENCY MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE: *PROVIDED, HOWEVER,* THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE ADMINISTERING AGENCY THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

THE APPLICANT FURTHER AGREES THAT IT WILL BE BOUND BY THE ABOVE EQUAL OPPORTUNITY CLAUSE WITH RESPECT TO ITS OWN EMPLOYMENT PRACTICES WHEN IT PARTICIPATES IN FEDERALLY ASSISTED CONSTRUCTION WORK: *PROVIDED,* THAT IF THE APPLICANT SO PARTICIPATING IS A STATE OR LOCAL GOVERNMENT, THE ABOVE EQUAL OPPORTUNITY CLAUSE IS NOT APPLICABLE TO ANY AGENCY, INSTRUMENTALITY OR SUBDIVISION OF SUCH GOVERNMENT WHICH DOES NOT PARTICIPATE IN WORK ON OR UNDER THE CONTRACT.

THE APPLICANT AGREES THAT IT WILL ASSIST AND COOPERATE ACTIVELY WITH THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR IN OBTAINING THE COMPLIANCE OF CONTRACTORS AND SUBCONTRACTORS WITH THE EQUAL OPPORTUNITY CLAUSE AND THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR, THAT IT WILL FURNISH THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR SUCH INFORMATION AS THEY MAY REQUIRE FOR THE SUPERVISION OF SUCH COMPLIANCE, AND THAT IT WILL OTHERWISE ASSIST THE ADMINISTERING AGENCY IN THE DISCHARGE OF THE AGENCY'S PRIMARY RESPONSIBILITY FOR SECURING COMPLIANCE.

THE APPLICANT FURTHER AGREES THAT IT WILL REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11246 OF SEPTEMBER 24, 1965, WITH A CONTRACTOR DEBARRED FROM, OR WHO HAS NOT DEMONSTRATED ELIGIBILITY FOR, GOVERNMENT CONTRACTS AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO THE EXECUTIVE ORDER AND WILL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE AS MAY BE IMPOSED UPON CONTRACTORS AND SUBCONTRACTORS BY THE ADMINISTERING AGENCY OR THE SECRETARY OF LABOR PURSUANT TO PART II, SUBPART D OF THE EXECUTIVE ORDER. IN ADDITION, THE APPLICANT AGREES THAT IF IT FAILS OR REFUSES TO COMPLY WITH THESE UNDERTAKINGS, THE ADMINISTERING AGENCY MAY TAKE ANY OR ALL OF THE FOLLOWING ACTIONS: CANCEL, TERMINATE, OR SUSPEND IN WHOLE OR IN PART THIS GRANT (CONTRACT, LOAN, INSURANCE, GUARANTEE); REFRAIN FROM EXTENDING ANY FURTHER ASSISTANCE TO THE APPLICANT UNDER THE PROGRAM WITH RESPECT TO WHICH THE FAILURE OR REFUND OCCURRED UNTIL SATISFACTORY ASSURANCE OF FUTURE COMPLIANCE HAS BEEN RECEIVED FROM SUCH APPLICANT; AND REFER THE CASE TO THE DEPARTMENT OF JUSTICE FOR APPROPRIATE LEGAL PROCEEDINGS.

SUBCONTRACTS - EACH NONEXEMPT PRIME CONTRACTOR OR SUBCONTRACTOR SHALL INCLUDE THE EQUAL OPPORTUNITY CLAUSE IN EACH OF ITS NONEXEMPT SUBCONTRACTS.

INCORPORATION BY REFERENCE - THE EQUAL OPPORTUNITY CLAUSE MAY BE INCORPORATED BY REFERENCE IN ALL GOVERNMENT CONTRACTS AND SUBCONTRACTS, INCLUDING GOVERNMENT BILLS OF LADING, TRANSPORTATION REQUESTS, CONTRACTS FOR DEPOSIT OF GOVERNMENT FUNDS, AND CONTRACTS FOR ISSUING AND PAYING U.S. SAVINGS BONDS AND NOTES, AND SUCH OTHER CONTRACTS AND SUBCONTRACTS AS THE DEPUTY ASSISTANT SECRETARY MAY DESIGNATE.

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INCORPORATION BY OPERATION OF THE ORDER - BY OPERATION OF THE ORDER, THE EQUAL OPPORTUNITY CLAUSE SHALL BE CONSIDERED TO BE A PART OF EVERY CONTRACT AND SUBCONTRACT REQUIRED BY THE ORDER AND THE REGULATIONS IN THIS PART TO INCLUDE SUCH A CLAUSE WHETHER OR NOT IT IS PHYSICALLY INCORPORATED IN SUCH CONTRACTS AND WHETHER OR NOT THE CONTRACT BETWEEN THE AGENCY AND THE CONTRACTOR IS WRITTEN.

ADAPTATION OF LANGUAGE - SUCH NECESSARY CHANGES IN LANGUAGE MAY BE MADE IN THE EQUAL OPPORTUNITY CLAUSE AS SHALL BE APPROPRIATE TO IDENTIFY PROPERLY THE PARTIES AND THEIR UNDERTAKINGS.

41 CFR 60-4.3

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 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 SOLICITATIONS FROM WHICH THIS CONTRACT RESULTED.

3. IF THE CONTRACTOR IS PARTICIPATING (PURSUANT TO 41 CFR 60-4.5) IN A HOMETOWN PLAN APPROVED BY THE U.S. DEPARTMENT OF LABOR IN THE COVERED AREA EITHER INDIVIDUALLY OR THROUGH AN ASSOCIATION, ITS AFFIRMATIVE ACTION OBLIGATIONS ON ALL WORK IN THE PLAN AREA (INCLUDING GOALS AND TIMETABLES) SHALL BE IN ACCORDANCE WITH THAT PLAN FOR THOSE TRADES WHICH HAVE UNIONS PARTICIPATING IN THE PLAN. CONTRACTORS MUST BE ABLE TO DEMONSTRATE THEIR PARTICIPATION IN AND COMPLIANCE WITH THE PROVISIONS OF ANY SUCH HOMETOWN PLAN. EACH CONTRACTOR OR SUBCONTRACTOR PARTICIPATING IN AN APPROVED PLAN IS INDIVIDUALLY REQUIRED TO COMPLY WITH ITS OBLIGATIONS UNDER THE EEO CLAUSE, AND TO MAKE A GOOD FAITH EFFORT TO ACHIEVE EACH GOAL UNDER THE PLAN IN EACH TRADE IN WHICH IT HAS EMPLOYEES. THE OVERALL GOOD FAITH 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 GOALS AND TIMETABLES.

4. THE CONTRACTOR SHALL IMPLEMENT THE SPECIFIC AFFIRMATIVE ACTION STANDARDS PROVIDED IN PARAGRAPHS 7 A THROUGH P 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 MINORITY 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 BEING PERFORMED. GOALS ARE PUBLISHED PERIODICALLY IN THE **FEDERAL REGISTER** IN NOTICE FORM, AND SUCH NOTICES MAY BE OBTAINED FROM ANY OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS OFFICE OR FROM FEDERAL PROCUREMENT CONTRACTING OFFICERS. THE CONTRACTOR IS EXPECTED TO MAKE SUBSTANTIALLY UNIFORM PROGRESS IN MEETING 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 NONWORKING 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

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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 MINORITY OR 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 ORGANIZATIONS' 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 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 THEREFOR, 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 COMPANY 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 ONSITE 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.

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L. CONDUCT, AT LEAST ANNUALLY, AN INVENTORY AND EVALUATION AT LEAST OF ALL MINORITY AND FEMALE PERSONNEL 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 COMPANY ACTIVITIES ARE NONSEGREGATED 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 SUPERVISORS' 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 P). 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 P 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 WORKFORCE 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 SHALL DESIGNATE A RESPONSIBLE OFFICIAL TO MONITOR ALL EMPLOYMENT RELATED ACTIVITY TO ENSURE THAT THE COMPANY EEO POLICY IS BEING CARRIED OUT, TO SUBMIT REPORTS RELATING TO THE PROVISIONS HEREOF AS MAY BE REQUIRED BY THE GOVERNMENT 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).

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DBE INFORMATION

GENERAL INFORMATION

It is the policy of United States Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 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 State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation 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. 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 the Agency within 10 Calendar Days after the Bid Opening date.

WEBSITES

DBE Directory - A Certification Directory of DBEs is available from COBID at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp> - Subcontractor

Solicitation and Utilization Report - The Subcontractor Solicitation and Utilization Report form is available from the Office of Civil Rights at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

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**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 Linn County Road Department 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 part 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 part 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 Agency 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. The Agency and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. The Agency 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 Linn County contracts.

(b) Authorities - These 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 Agency's administration of the DBE Program.

(1) 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.

(2) 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.

(3) 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.

(4) 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).

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(5) Oregon Revised Statutes, Chapters 200 and 279.

(6) Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

(7) 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, and into any agreements with Committed DBEs, regardless of form of agreement.

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

(a) Abbreviations:

COBID - Certification Office of Business Inclusion and Diversity, which is authorized to certify DBE firms according to federal regulations

DBE - Disadvantaged Business Enterprise

FAA - Federal Aviation Administration FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

USDOT - United States Department of Transportation

(b) Definitions:

Assigned DBE Contract Goal - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation. For a DBE to count towards participation it must be certified by COBID under the commodity codes of the work it is contracted to perform.

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.

Certification Directory of DBEs - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. 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 contract goal.

Certified Disadvantaged Business Enterprise (DBE) - A business firm certified by the COBID, indicating that it:

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

Commercially Useful Function (CUF) - Commercially useful function and related DBE crediting rules are set out fully in 49 CFR 26.55. In part, 49 CFR 26.55(c) defines commercially useful function as follows:

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A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

Committed DBE - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

Commodity Codes - Codes assigned by the COBID to indicate the standard types of services, labor, materials, or work the DBE provides. Services and commodity codes reflect information provided by the certified DBE firms and are not used as prequalification factors by the Agency or ODOT.

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.

DBE Eligibility - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, COBID. 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 - For the purposes of these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions, any contract including consultant agreements or modifications of a contract between Linn County and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

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 assigned DBE 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. See 49 CFR 26.53 and 49 CFR Part 26, Appendix A.

Joint Venture DBE - An ODOT certified enterprise consisting of one or more firms of which at least one is a certified DBE, formed to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest of the business. (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

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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; wherein the DBE owner can continue operations should the skilled and knowledgeable superintendent's employment be discontinued.

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 and operates distribution equipment. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and such equipment shall be operated by the DBE's own employees. 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 Contractor.
- Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.
- The Agency 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. (See 00180.21.)

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

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

According to 49 CFR 26.87(j)(2), if a Contractor has executed a subcontract with a firm before the Agency notifies the firm of its ineligibility, the Contractor may continue to use the firm on the contract and may continue to receive credit toward its assigned DBE contract goal for the firm's work. If the Agency awards

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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 the Agency issued the notice of ineligibility shall not count toward the Agency overall goal, but may count toward the assigned DBE contract goal. Under 49 CFR 26.87(j)(3) there is an exception: if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Agency may continue to count its participation on the contract toward overall and assigned DBE contract goals.

In determining whether a DBE Contractor has met an assigned DBE 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 and DBE 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 assigned DBE contract or overall goals.

The assigned DBE contract goal for the project is listed under the "Assigned DBE Contract Goal" section in the Project bid booklet.

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 the Agency that the DBE subcontractor is unable to perform a commercially useful function, The Agency will notify the Contractor prior to subcontract approval. The 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 Contractor may be declared in default and the contract could be terminated according to the General Conditions for Construction for the Linn County Road Department subsection 00180.90(a).

(b) Second Tier DBE Subcontracts - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award. The proportion of participation or work performed by a second-tier DBE subcontract may not be double counted and may only be counted towards the DBE goal in accordance with 49 CFR Part 26.

05.00 DBE Subcontract, Sub-Subcontract(s), and Other Agreement Documents:

(a) Committed DBEs - All work committed to a DBE toward meeting an assigned DBE contract goal, including work to be performed by a substitute Committed DBE, shall be performed under a written agreement according to 00160.01 and 00180.21. The agreement shall fully describe any partial pay item work committed to be performed by DBE firms.

(b) Non-Committed DBEs - Work to be performed by a non-Committed DBE shall be in accordance with 00160.01, 00180.20, and 00180.21.

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 DBE contract 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 DBE contract goal. The Contractor shall also make every

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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 Engineer 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 Contractor shall require each DBE participating on the project as a subcontractor and each Committed DBE, regardless of work type or form of agreement, to complete the "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" (Form 734-2165A). The form shall be filled-in electronically, then printed, and signed by an authorized representative of the DBE and of the Contractor. The Contractor shall submit the completed form to the Engineer. Form 734-2165A is available on the ODOT Office of Civil Rights website at:

<https://www.oregon.gov/odot/Business/OCR/Pages/Forms.aspx>

For Committed DBEs, the Contractor shall submit the completed DBE Work Plan Proposals to the Engineer at or before the pre-construction conference. For non-Committed DBE subcontractors, the Contractor shall submit the completed forms to the Engineer in time for review of the Contractor's request for consent to use the DBE subcontractor on the project.

The purpose of the DBE Work Plan Proposal is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rules. The Contractor shall ensure the form is completed with sufficient information about the DBE's intended work, personnel, equipment, materials, and performance to allow the Agency to determine whether the DBE's proposed performance will meet commercially useful function requirements. Additional information and documentation may be requested by the Agency as needed to alleviate program compliance concerns and must be provided promptly according to 49 CFR 26.109.

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 the Agency 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. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

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

(f) Additional Information - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

The Engineer will review the proposals and may 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 Engineer at or before 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 3A" for all Committed DBEs that are performing work on the project regardless of contracting tier.

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 contract 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 Contractor, 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 Contractor 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 the Agency.

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 the Agency 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 because 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

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Engineer augment its work force with personnel of another firm. The Engineer 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 Engineer 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 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 Engineer prior to the DBE starting work. The Engineer 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 - Whenever a DBE trucking firm has been committed to meet an assigned DBE contract goal, the Contractor shall ensure that the Committed DBE individually identifies each truck intended for use on the Project on its "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" or an attached list.

The Contractor shall furnish a daily log of all trucking work performed under the Committed DBE's subcontract. The "Daily DBE Trucking Log" (Form 734-2916), (or an approved equal that contains all the information on the ODOT form, including the certification) shall be completed for each day work is performed under the DBE's subcontract. The Daily DBE Trucking Log shall identify all trucks under the management and supervision of the DBE subcontractor used on the Project.

The Contractor shall submit the Daily DBE Trucking Log to the Engineer on a weekly basis and no later than 14 Calendar Days after the first recorded date in the logs. For owner-operator trucks, the Contractor shall comply with 00170.65(b)(4).

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.

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- 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 shall be responsible for ensuring all their dispatched employees meet the required certification and licensing requirements and for furnishing their employees with equipment (in this case, paddles and radios) to perform the committed work. This does not preclude the DBE's employees from supplementing with their own equipment.

10.00 Termination and Substitution of DBEs - The Contractor must comply with the requirements and procedures under 49 CFR 26.53(f). The Contractor shall use the specific DBEs listed in response to a contract goal to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's prior written consent. Without Agency consent, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer. The DBE must be given 5 days to respond to the termination request.

The Agency may provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm because the DBE is unable, unwilling or ineligible to perform. To initiate the termination, substitution, removal or replacement process with a Committed DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

(a) Contractor Notice of Termination of a Non-Committed DBE - The Contractor shall notify the Agency in writing of plans to terminate a non-Committed DBE. Include the name of the non-Committed DBE to be terminated, a brief explanation of the reason for termination, and the adjusted DBE subcontract or agreement amount.

(b) Contractor Written Request to Terminate a Committed DBE - All Contractor requests to terminate, substitute or replace a Committed DBE, including a partial termination or substitution of work committed to 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.

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- 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.

(c) Contractor Written Notice to Committed 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 in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer 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 Engineer 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, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer. The DBE must be given 5 days to respond to the termination request.

(d) Proposed Substitution of Another Certified DBE - When a Committed DBE substitution shall occur, the Contractor may submit another eligible 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. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract 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 the Agency 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;

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- 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. The Contractor should provide the following information as evidence:
 - 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 the Agency 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 assigned DBE contract goal or requirements of the Agency;
- 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 DBEs - The Agency will consider the impact on DBE participation in instances where the Agency changes, reduces, or deletes work committed to a 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 affected 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 and Suppliers:

(a) DBE-Related Records - The Contractor shall maintain records of all subcontracts or other agreements 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.

(b) Prompt Payment and Release of Retainage - 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 Agency. 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

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only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

(c) Paid Summary Reports - The Contractor shall submit a "Paid Summary Report" (Form 734-2882) to the Engineer certifying payments made to all of the following:

- All subcontractors
- Committed DBE suppliers
- Non-Committed DBE suppliers and service providers with estimated total payments for the Project over \$10,000.

The Contractor shall submit the completed and signed Paid Summary Report to the Engineer within 20 days of receipt of payment from the Agency for each month in which payments were made to each subcontractor, each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000. At the completion of the project, submit Form 734-2882 recapping the total amounts paid to each subcontractor, and each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000.

The Contractor shall require each subcontractor at every tier to comply with the requirement to submit Form 734-2882 within 20 days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the Preconstruction Conference.

The participation of a DBE subcontractor will not be credited towards the Contractor's assigned DBE contract goal, or the overall goal, until the amount being counted toward the goal, and any retainage held by the 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 General Conditions for Construction for the Linn County Road, 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, including but not

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limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the Agency to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.

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 the project manager identified in the Special Provisions under "Project Information".

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ASSIGNED DBE CONTRACT GOAL

The minimum Assigned DBE Contract Goal for this Project is **0%**.

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp> or by telephone at 503-986-0075.

PROJECT WAGE RATES

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).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(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".

The applicable Federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Description of Work page, apply to this Project.

Wage Rates are Internet-Accessible - The applicable Davis-Bacon wage rates can be found on the US Department of Labor website at: <https://www.wdol.gov/dba.aspx>

The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: <http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

Wage Rates are Subject to Change - Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page(s) for modifications and amendments up until Bid Opening.

WEB SITE ADDRESSES

**General Conditions for Construction for the Linn County Road Department;
Addenda Letters (00120.30); and
Notice of Intent to Award (00130.10):**

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

Plan Holder Registration (00120.05):

<http://www.co.linn.or.us/Roads/Register.asp>

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

The First-tier Subcontractor Disclosure Form is included in the Bid Section.

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form not later than two working hours after the time set for Bid Closing (For example, before 11:00 a.m. after a 9:00 a.m. Bid Closing.) by any of the following methods:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time designated for receipt of Bids.
- Hand delivering it to: The Linn County Courthouse, 300 Fourth Avenue S.W., Room 201, Albany, OR 97321, or
- FAX it to 541-924-0202

The Department is not responsible for partial, failed, illegible, or partially legible FAX transmissions.

Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents 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

Total all work for each Subcontractor in making this determination.

If the Agency's cost range 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 the Agency's cost range 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.

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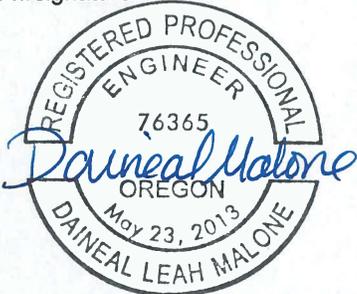
LINN COUNTY ROAD DEPARTMENT

SPECIAL PROVISIONS

FOR

**Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Linn County**

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>RENEWS: 12/31/2020</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Earthwork, Storm Drainage, Concrete, Paving, Site Furnishings, striping, lighting. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00210, 00220, 00225, 00305, 00310, 00320, 00330, 00340, 00350, 00390, 00405, 00406, 00440, 00445, 00470, 00480, 00490, 00495, 00530, 00620, 00640, 00730, 00744, 00749, 00759, 00810, 00815, 00850, 00860, 00865, 00867, 00869, 00902, 00905, 00920, 00930, 00940, 00960, 00962, 00970, 00990, 01011, 01012, 01030, 01040, 01070, 01095, 02040, 02050, 02190, 02410, 02415, 02440, 02450, 02510, 02530, 02560, 02690, 02820, 02910, 02926</p>
<p>Date Signed: <u>11/10/2020</u></p>	

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

LINN COUNTY ROAD DEPARTMENT

SPECIAL PROVISIONS

FOR

Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Linn County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Renewal: 06/30/21</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for General Conditions, Environmental. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00280, 00290, 03020</p>
<p>Date Signed: <u>11/10/2020</u></p>	

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Furnish, install, maintain, and remove traffic control and erosion control devices
2. Perform grading, excavation/embankment
3. Construct curbs, gutters, sidewalks and roadway
4. Install ADA ramps
5. Construct roadside swale
6. Install biocells
7. Install storm pipes, basins and manholes
8. Asphalt pavement saw cutting
9. Remove existing structures and obstructions
10. Cold plane pavement removal
11. Install asphalt concrete pavement
12. Install pavement markings
13. Install signage
14. Install mailboxes
15. Install ornamental street and path lighting
16. Install site furnishings
17. Install roadside vegetation
18. Perform additional and incidental Work as called for by the Specifications and Plans

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the November 15, 2019 edition of the “General Conditions for Construction for the Linn County Road Department” and the 2018 edition of the “Oregon Standard Specifications for Construction”, as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

CLASS OF PROJECT

This is a Federal-Aid Project. Broadway Street is classified as a Rural Major Collector.

SECTION 00100 - GENERAL CONDITIONS

Comply with Section 00100 of the General Conditions for Construction for the Linn County Road Department modified as follows:

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - Replace the bullet that begins “Applicable Laws and Regulations” with the following bullet:

- **Applicable Laws and Regulations** - Where phrases such as “applicable law”, “applicable laws and regulations”, “applicable legal requirements” or similar phrases appear, they are to be

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understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority. The words “law” or “laws” may or may not be capitalized in such phrases.

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

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

00110.10 Abbreviations - Add the following abbreviation:

TPAR -Temporary Pedestrian Access Route

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

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

“Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Federal Aid No. T17HC019
Linn County
December 2020”

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

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

00120.40(b) Bidding Considerations - Replace this subsection, except for the subsection number and title, with the following:

Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

Subsection	Requirements
00120.80	Reciprocal Preference for Oregon Resident Bidders
00130.80	Project Site Restrictions
00150.55	Cooperation with Other Contractors
00150.75	Protection and Maintenance of Work during Construction
00160.20(a)	Buy America
00160.20(b)	Buy Oregon
00170.07	Record Requirements
00180.20	Subcontracting Limitations
00180.21	Subcontracting
00195.00(a)	Cost of Insurance and Bonds
00195.50(a)(1)	Progress Estimates
00199.30	Claims Procedure

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph that begins “If no subcontract subject to the above...” with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-007-0260.

00120.60 Revision or Withdrawal of Bids - Add the following bullet to the first bulleted list:

- The changes are submitted by scanning and submitting via email transmission to the email address given in the paper Bid Booklet, signed by an individual authorized to sign the Bid.

Add the following to the second bulleted list:

- The written withdrawal request is submitted on the Bidder's letterhead, either by hand delivery or by scanning and submitting via email to the email address given in the paper Bid Booklet

00120.70 Rejection of Nonresponsive Bids – Replace the bullet that begins “The Bid has entries not typed or in ink, or has ...” with the following bullet:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by email or FAX as provided by 00120.60).

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

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- The Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Replace the paragraph that begins “The Agency reserves the right to...” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are significantly unbalanced to the Agency's potential detriment. The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

00130.10 Award of Contract - Add the following paragraph after the paragraph that begins “If the Bidder is found not to have....”:

In determining whether the Bidder is responsible, the Agency may also consider whether the Bidder has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

00130.15 Right to Protest Award - Replace the sentence that begins “The Agency is not obligated...” with the following sentence:

The Agency will not consider late protests.

00130.40(f) Office of Civil Rights Forms – Replace the sentence that begins “Submit the original directly....” with the following:

Submit a copy directly to the Agency.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

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

The Engineer will perform the Agency responsibilities described in Section 00305.04.

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

The Contractor shall perform the Contractor responsibilities described in Section 00305.5.

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00150.30 Delivery of Notices - Add the following to the end of this subsection:

For purposes of this subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Following Notice to Proceed, all notices and other documents submitted to the Contractor by the Engineer, or to the Engineer by the Contractor, electronically under 00170.08.

Claims must be submitted on paper documents according to Section 00199.

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

Add the following subsection:

00150.50(f) Utility Information - Within the Project limits, there are anticipated relocations with the Utilities listed below. These relocations are scheduled to take place prior to Construction of this Project. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Address, Phone Number, and Email
City of Mill City Water	Russ Foltz, City of Mill City, PO Box 256, Mill City, OR 97360 PH: 503-930-8256; email: rfoltz@ci.mill-city.or.us
City of Mill City Sewer	Russ Foltz, City of Mill City, PO Box 256, Mill City, OR 97360 PH: 503-930-8256; email: rfoltz@ci.mill-city.or.us
NW Natural Gas	Darrell Hammond, PH: 541-981-0164; email: d5h@nwnatural.com
ZiPLY Fiber	John Bielec, 4155 SW Cedar Hills Blvd, Beaverton, OR 97005 PH: 503-367-5106; email: john.bielec@ziPLY.com
Wave Broadband	Derek Anderson, 2500 National Way Suite 1, Woodburn, OR 97071 PH: 503-798-6651, email: danderson@wavebroadband.com
Pacific Power	Jim Kelly, PO Box 248, Albany, OR 97321 Ph: 541-967-6191; email: james.kelly@pacificorp.com

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

(NW Natural) - Gas Utilities - The Gas Utility operates gas pipelines within the Project limits and may require an On-Site safety watcher, at no cost to the Contractor.

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

- Northwest Natural Gas 1-800-882-3377

(Pacific Power) - Power Suppliers - Energized power lines overhang portions of the Work. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from

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the Power Supplier(s) and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

(Frontier Communications and Wave Broadband) - Telecommunication Utilities - The Contractor shall obtain written approval from Telecommunication Utilities that have fiber optic communication cable facilities, for excavating within 10 feet of a buried fiber optic communications cable. Telecommunication Utilities may require an On-Site safety watcher/representative at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning Work.

00150.55 Cooperation with Other Contractors - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
North Santiam River (Mill City) Pedestrian Bridge Contractor and contact information TBD	March 1, 2021 – October 29, 2021

This Work will be located in the vicinity of the intersection of Wall Street First Avenue and at the east end of the pedestrian path along Linn Place. See plans for this project at the following website: <http://www.co.linn.or.us/Roads/ContractConst.asp> - North Santiam River (Mill City) Pedestrian Bridge.

00150.90(b) All Contract Work – Replace the bullet that reads “The Contractor has removed...” with the following bullet:

- The Contractor has removed all Equipment, other than that incorporated into the Work; and

00150.97 Responsibility for Materials and Workmanship - Add the following to the end of this subsection:

- (c) Full or partial termination of the Contract under 00180.90 shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

SECTION 00160 - SOURCE OF MATERIALS

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

00160.00 Definitions - Add the following to the end of this subsection:

- (c) **Blue Sheets** - Prequalified products and submittals for qualification of electrical equipment and materials.
- (d) **Green Sheets** - Conditionally prequalified products and submittals for conditional qualification of controller equipment.
- (e) **Red Sheets** - Statewide list of certification exempt traffic management systems components pursuant to ORS 479.540 and OAR 918-261-0037.

Add the following subsection:

00160.07 Electrical Equipment and Materials - The Blue Sheets and Green Sheets are a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable

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for use as electrical and controller equipment and materials for highway construction. The Blue Sheets and Green Sheets are available on the ODOT Traffic-Standards website (see 00110.05(e)). The most current version of the Blue Sheets and Green Sheets on the date of Advertisement is the version in effect for the Project.

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the ODOT Standard Specification for Microcomputer Signal Controller and errata information, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to the Specifications or not properly handled or installed at no additional cost to the Agency.

00160.21 Cargo Preference Act Requirements - Add the following to the end of this subsection:

Additional information may be available at the following websites:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

<https://www.fhwa.dot.gov/construction/cqit/cargo/qa.cfm>

00160.50(a) General - Replace the paragraph that begins “The Contractor shall have no property...” with the following paragraph:

The Contractor shall have no property rights in, or right of occupancy on, Agency Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified or by the written authorization of the Engineer.

SECTION 00165 - QUALITY OF MATERIALS

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

00165.10(a) Field-Tested Materials - Replace the sentence that begins “Field-tested Materials will be...” with the following sentence:

Field-tested Materials will be accepted according to the MFTP.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.00 General - Add the following to the end of this subsection:

It is the Agency’s intention to make all payments due under the Contract if funds are legally available for such purpose. The Agency reasonably believes that at the time of entering into the Contract sufficient funds are available and authorized for expenditure to finance the cost of the Contract within the Agency’s appropriation or limitation, or other funding sources. Agency’s payment of amounts under the Contract is contingent on the Agency receiving adequate appropriations, limitations or other expenditure authority or funds to allow the Agency to continue to make payments under the Contract. In the event the Agency becomes aware that sufficient funds are not available and authorized, the Agency will provide prompt written notice to the Contractor, and the Agency may terminate the Contract as provided in 00180.90(c).

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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.

00170.07(d) Public Records Requests - Replace the paragraph that begins " If records provided under this section..." with the following paragraph:

If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through ORS 192.478, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

00170.65(b)(4) Owner/Operator Data – Replace the bullet that begins “Motor Carrier plate number” with the following bullet:

- Motor Carrier account number;

00170.70 Insurance - Replace this subsection with the following:

00170.70 Insurance:

(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor’s expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor’s insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor’s expense or at the Contractor’s expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers’

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Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor’s liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. The annual aggregate limit shall not be less than the dollar amount specified in the Contract. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

- **Commercial Automobile Liability** - The Contractor shall provide, Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000
Commercial Automobile Liability	\$2,000,000	(aggregate limit not required)

(b) Extended Reporting - If any of the required insurance is permitted to be and is on a “claims made” basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy, for a duration of at least 24 months from the date the applicable work has been completed and accepted by the Agency or the date of Final Acceptance. This extended reporting requirement shall be satisfied with documentation of one of the following:

- Extended Reporting Endorsement;
- Tail Coverage; or
- Maintaining the applicable continuous claims made policy with liability coverage.

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notice under 00150.90(b) and 00180.50(g).

(c) Excess/Umbrella Liability - A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In addition, the limits of the underlying

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primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

(d) Additional Insured - The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying “Linn County and its officers, agents, employees and Board of Commissioners” and the “Federal Highway Administration, U.S. Department of Transportation, and their respective officers, members, agents, and employees” as Additional Insureds, 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. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Agency.

(e) Workers' Compensation - All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state’s Workers’ Compensation law, shall provide Workers’ Compensation Insurance coverage as required by applicable Workers’ Compensation laws. The coverage shall also include Employer’s Liability Insurance with limits not less than \$500,000 each accident.

If the Contractor’s and Subcontractor’s, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers’ Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers’ Compensation Act coverage must be endorsed onto the Workers’ Compensation policy. The Contractor shall require compliance with these requirements in all Subcontractor contracts.

(f) Notice of Cancellation or Change - The Contractor shall provide at least 30 Days’ written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days’ written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this

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insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List the insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying "Linn County and its officers, agents, employees and Board of Commissioners" and the "Federal Highway Administration, U.S. Department of Transportation, and their respective officers, members, agents, and employees" as a Certificate holder and as an endorsed Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

(h) Agency Acceptance - All insurance and insurance providers are subject to Agency acceptance. If requested by Agency, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required by the Contract.

(i) Insurance Requirement Review - The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

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

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

- The Federal Highway Administration, U.S. Department of Transportation and its officers, agents, and employees

00170.78 Conflict of Interest - Replace the paragraph that begins " The Contractor shall also be ..." with the following paragraph:

The Contractor shall also be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00120.40(g) and 00180.21(b).)

00170.80(c) Responsibility for Damage to Work Caused by Public Traffic - Replace the sentence that begins "The Contractor may apply for relief of responsibility..." with the following sentence:

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, courier, scanned and submitted via email, or other agreed-upon method.

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00170.89(b) Restoration of Roadway after Repair Work - Replace the paragraph that begins " The Contractor shall restore the Roadway ..." with the following paragraph:

The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer, at no additional cost to the Agency.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.20(c)(3) Submittals – Replace the reference to “00180” with the reference “00180.20(a)”.

00180.40(b) On-Site Work - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before a preconstruction 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:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51

00180.43 Commencement and Performance of Work - Replace the bulleted list with the following:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work within the Contract Time or the adjusted Contract Time;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer, and if approved submit an updated Project Work schedule according to 00180.41 that ensures completion within the Contract Time or the adjusted Contract Time; and
- Not resume suspended Work without the Engineer’s written authorization.

00180.50(c) Beginning of Contract Time - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

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00180.50(d) Recording Contract Time - Replace the paragraph that begin with “On Contracts with Calendar...” with the following paragraph:

On Contracts with Calendar Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date for the specified Work in 00180.50(h).

Add the following subsection:

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

The Contractor shall complete all Work to be done under the Contract, except for plant establishment, not later than October 29, 2021.

00180.70(b) Contractor’s Responsibility during and after Suspension - Replace the reference to “00150.40(b)” to the reference “00150.40”.

00180.85(b) Liquidated Damages – Add the following:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1,412 per Calendar Day *.

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

00180.90(b) Substituted Performance - Replace the paragraph that begins “According to the Agency’s procedures...” with the following:

According to the Agency’s procedures, and upon the Engineer’s recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor’s Surety at least 10 Calendar Days’ written notice, may:

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f)(1) Scale With Automatic Printer - Replace the paragraph that begins “If more than 50 tons...” with the following:

When 2,000 tons or less of all types of Materials are received from a scale, check weighing will be at the discretion of the Engineer.

The Contractor shall make at least one check weighing on projects where more than 2,000 Tons of all types of Materials are received from a scale. If more than 50 Tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least once every ten Days on which more than 50 Tons is received or at each interval that 10,000 Tons has been weighed, whichever occurs first, or as directed by the Engineer. The check weighing frequency does not apply to total quantities less than 2,000 Tons of all types of Materials from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

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SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(b) Retainage – Replace this Subsection, except for the Subsection number and title, with the following:

The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, 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.. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

00195.50(c) Forms of Retainage - Replace the paragraph that begins "Forms of acceptable retainage are specified below ..." with the following paragraph:

If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

00195.50(c)(1) Cash, Alternate A - Replace the paragraph that begins "The Agency will deposit the cash retainage ..." with the following two paragraphs:

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Agency may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Agency's advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

For a contract over \$500,000, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use the "Cash, Alternate A" in this Subsection. For a contract \$500,000 or less, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use an interest-bearing account (in a bank, savings bank, trust company, or savings association) as provided under ORS 279C.560(5).

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins " Upon receipt of an approved retainage surety ..." with the following paragraph:

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Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to \$10,000, which will be deposited in an interest-bearing escrow account as described in (1) above. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

Replace the paragraph that begins "Amounts of retainage withheld under ..." with the following paragraph:

Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage - Add the following paragraph to the end of this Subsection:

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

00195.50(e) Withholding Payments - Add the following bullet to the bullet list:

- Paid all liquidated and delinquent debt owed to the State or any department or agency of the State. (In addition to Agency's other rights and remedies, the Agency may also undertake collection by administrative offset, or garnishment if applicable, of all monies due to recover such debt. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.)

Replace the bullet that begins "Complied with all orders issued..." with the following two bullets:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;
- Corrected or cured its failure to comply with the Contract; and

Replace the paragraph that begins "Notwithstanding ORS 279C.555 or ORS 279C.570..." with the following paragraph:

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will withhold 25% of any amount earned as required in 00170.65.

00195.50(f) Prompt Payment Policy - Replace the paragraph that begins "Payments shall be made promptly ..." with the following paragraph:

Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

00195.70(b)(3) All Other Work - Replace the sentence that begins "The Agency shall pay the Contractor at..." with the following sentence:

The Agency will pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

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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:

Add the following subsection:

00220.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

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

- Delineate all business accesses with blue tubular markers on 10-foot maximum spacing. Mark the access with 36-by-24-inch "BUSINESS ACCESS" (CG20-11) signs. Locate and install these signs as directed.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- When pipe backfill cannot be achieved by the end of a work shift and temporary plating is not in place according to 00405.46(e), provide additional temporary traffic control measures, including flagging, as required by the Engineer and at no additional cost to the Agency.

00220.02(b) Temporary Pedestrian Accessible Route Plan - Add the following bullet to the end of the bullet list:

- For an active work area controlled at each end by flaggers and pilot car, provide transportation for pedestrians and bicyclists through the active work area according to Section 00225.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

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(a) One Traffic Lane may be closed on Broadway Street, Fifth Avenue, First Avenue and Wall Street when allowed, shown, or directed, during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Friday, between 7:00 a.m. and 6:00 p.m.

(b) All traffic lanes on Broadway Street and Fifth Avenue may be closed with prior written approval from the Engineer.

Portable changeable message signs meeting the requirements of section 00225.16(b) shall be installed for a minimum period of 14 Calendar Days prior to the road closure.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.01(b) Definitions – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

Add the following subsection:

00225.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00225.02(a) Temporary Signs - Add the following bullet(s) to the end of the bullet list:

- At least seven Calendar Days before closing the multi-use pedestrian pathway or the sidewalks along Broadway Street, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Full Time" (CW11-4) signs while the TPAR is open to pedestrian traffic.
- At least seven Calendar Days before closing the pedestrian pathway or the sidewalks along Broadway Street, place a "SIDEWALK CLOSED, Daily" (CW11-5) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Daily" (CW11-5) signs while the TPAR is open to pedestrian traffic.
- When maintaining pedestrian access through the work area provide the following:
 - At least seven Calendar Days prior to the start of work, place a "SIDEWALK OPEN" (CW11-3) sign in advance of each end of the Work Area. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or support such that it narrows the pedestrian pathway to a width less than 4 feet.

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- Before starting work, place pedestrian-specific TCM as shown in the TCP, or as directed. Maintain "SIDEWALK OPEN" (CW11-3) signs while work is affecting the pedestrian pathway.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on Broadway Street and First Avenue, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on barrier mounted signs.
- 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 Plans.

00225.13(a) Tubular Markers - Add the following two paragraphs to the end of this subsection:

Use blue plastic markers for temporary business accesses only. Use orange plastic markers for all other applications of Work Zone traffic control.

Blue plastic tubular markers shall be reflectorized with at least two blue, flexible reflective bands at least 3 inches wide, securely attached no more than 2 inches from the top with no more than 6 inches but not less than 1 inch between the bands.

00225.17 Temporary Sidewalk Ramps - Replace the title of this subsection with "**Temporary Curb Ramps and Temporary Walks**"

Add the following paragraph to the end of this subsection:

Use a Temporary Walk from the QPL or use ACP, PCC, or other approved Materials for on-site constructed Temporary Walks.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing in tangent and curve sections except as below.
- Place and maintain one temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

- Control markers at:
 - 200 foot intervals on tangents
 - 50 foot intervals on curves
 - 40 foot intervals on curves with speed rider

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- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

00225.46(b) Portable Changeable Message Signs (PCMS) - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.
- At least fourteen Calendar Days before the road closure, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
(Name/# of highway)	CLOSURE
(Location)	(Time Frame)
CLOSURE	(Time Frame)

00225.47 Temporary Sidewalk Ramps - Replace the title of this subsection with “**Temporary Curb Ramps and Temporary Walks**”

Add the following paragraph to the end of this subsection.

Construct Temporary Walks as shown or directed. Repair or reconstruct unacceptable Temporary Walks before opening to pedestrian traffic.

00225.67 Temporary Sidewalk Ramps - Replace this subsection with the following subsection:

00225.67 Temporary Curb Ramps and Temporary Walks - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or Roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer’s recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or Temporary Walk occupied as directed.

00225.88(a) Flaggers - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flaggers.

00225.98 Flaggers and Traffic Control Supervisors - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for flaggers or traffic control supervisors.

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SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the paragraph that begins "For Work on Agency Controlled Lands..." with the following paragraph:

For Work on Agency Controlled Lands use either the Agency's ESCP, a Contractor modified version of the Agency's ESCP, or a Contractor developed ESCP. Submit the following for approval at least 10 Calendar Days before the preconstruction conference:

Add the following three paragraphs:

The erosion control measures as shown in the plans, have 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 Calendar Days before the preconstruction 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, 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.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 6 inches.

00280.16(d) Inlet Protection – Replace the bullet that begins "**Type 3: Prefabricated Filter Inserts** ..." with the following bullet:

- **Type 3: Prefabricated Filter Inserts** - Prefabricated filter inserts manufactured specifically for collecting sediment in drainage inlets and from the QPL. Include handles and fasteners sufficient to keep the insert from falling into the inlet during maintenance and removal of the insert from the inlet.

00280.16(e) Sediment Barriers – Replace the bullet that begins "**Type 7: Prefabricated Barrier System** ..." with the following bullet:

- **Type 7: Prefabricated Barrier System** - Prefabricated barriers manufactured specifically for temporarily obstructing the flow of sediment-laden water and from the QPL.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

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Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays. Submit ODOT Form 734-2361 to the Engineer weekly.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment - In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:
When only item (a) is listed in the Contract Schedule of Items, additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites – Replace the paragraph that begins "Locate staging areas and disposal..." with the following paragraphs:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved unless otherwise specified in Section 00236 or Section 00237 or approved, in writing, by the Engineer,

Do not stage Equipment, park Equipment or store Materials in any City, County, State, or Federal park, wayside or recreational facility.

00290.20(c)(1) General - Replace the paragraph that begins "Segregate all demolition debris according to..." with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

00290.20(c)(3) Reuse, Recycle and Dispose of Materials - Replace the title of this subsection with "Reuse, Recycle, Compost and Dispose of Materials".

(3) Reuse, Recycle, Compost and Dispose of Materials – Replace the three bullets with the following bullets:

- Reuse demolition and construction debris.
- Recycle demolition and construction debris.
- Compost or mulch yard waste material from lawn and landscape maintenance.
- If it is not feasible to reuse, recycle, or compost, ("feasible" is defined as a facility that is capable of handling the material, will take the material and the cost of transportation plus the cost to reuse or recycle the material is equal to or less than the costs of disposal) dispose of waste material according to the following:

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00290.30(b) Pollution Control Plan - Replace the paragraph that begins “Develop and submit a PCP...” with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval at least 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

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.

00290.36(a) Migratory Birds - Replace this subsection, except for the subsection number and title, with the following:

00290.36(a) Migratory Birds - Comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712) which protects most species of birds in Oregon and prohibits the removal of nests containing eggs or dependent young (i.e., active nest) without a permit. Migratory birds include most birds in Oregon; the few exceptions include rock pigeons, house sparrows, and European starlings.

Except where allowed by the Contract and by permit, do not disturb an active migratory bird nest, do not inhibit the ability of adult birds to care for eggs or dependent young, and do not impact the supporting structure on which an active nest is built.

If active migratory bird nests are encountered stop all actions that may disrupt the nest and its occupants (including visual and auditory impacts) and contact the Engineer. Do not resume Work that may disrupt nesting until approved by the Engineer.

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

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

00290.41 Protection of Wetlands – Replace the title of this subsection with “**Protection of Waters of the U.S. or State**”

Delete the paragraph that begins with “For the purposes of this Section...”.

00290.41(a) Identifying Wetlands – Replace the title of this subsection with “**Identifying Waters of the U.S. or State, Including Wetlands**”

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

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Description

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.

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:

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.

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Subgrade Area – The area of Subgrade from Subgrade shoulder to Subgrade shoulder.

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 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 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 shall schedule to 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:

- Perform and provide a Pre-Construction Survey.
- 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 grade elevations to establish lines, grades, slopes, cross sections, and curve superelevation for each phase of roadwork.
- Evaluate grade for acceptance at each course of material.
- Perform measurements and calculations for pay quantities.
- 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 00305.71 and as governed by applicable law.

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- 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.
- 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 system
 - 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, ADA ramps, 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.
- Environmental impact mitigation features.
- Other incidental survey Work common to this type of construction project.
- Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.
- Perform final "as constructed" measurements.
- Complete a Post-Construction survey of monuments and control stations and submit as-built documentation to Linn County Surveyor's Office.

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:

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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
 - 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.

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, complete and submit a Standard Vertical Clearance form (Form 734-2614) within 30 days of the change to the vertical clearance.

When a Project temporarily restricts any vertical clearances submit a Standard Vertical Clearance form (Form 734-2614) 28 days before the restriction takes effect.

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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.

00305.08 Communication with the Surveyor - The Engineer has the right to communicate directly with the surveyor.

00305.09 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.

00305.10 File Formats for Digital Data Exchange - Below are the preferred formats for data exchanged between the Agency and the Contractor. Other formats may be used, but must be pre-approved by the Engineer.

- **CAD (graphics) Files** - AutoCAD Civil 3D 2012 (.DWG) format.
- **Alignments (Horizontal and Vertical)** - AutoCAD Civil 3D 2012 (.DWG) format.
- **Elevations** - ASCII Elevation File format.
- **DTM Data** - AutoCAD Civil 3D DTM or AutoCAD Civil 3D (.DWG) format.
- **Coordinates of Miscellaneous Survey Points Set** - ASCII Coordinate File format.

00305.12 Other Documents - Adobe Acrobat Portable Document Format (pdf) is the preferred format for exchanging documents such as reports, drawings and maps.

Materials

00305.20 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.

Equipment

00305.30 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.

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

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approval or rejection within 21 days. Equipment may be used immediately upon approval by the Engineer.

Labor

00305.40 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 working on the Project.
- Notifying the Project inspector of conflicts and changes necessary due to utilities, match point variations, design revisions, or other variables.

Construction

00305.50 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, Ramps, Walks, and Bike Paths	± 0.03 ft	± 0.02 ft
Engineering Stationing	± 1.00 ft	n/a
Grade Stakes - Roadway Subgrade	± 0.20 ft	± 0.05 ft
Grade Stakes - Top of Rock	± 0.20 ft	± 0.03 ft

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Item (Cont.)	Horizontal	Vertical
All ACP Courses	± 0.10 ft	± 0.02 ft
Manholes, Inlets, and Culverts	± 0.10 ft	± 0.03 ft
PCC Pavement	± 0.10 ft	± 0.02 ft
Slope Stakes and References	± 0.30 ft	± 0.10 ft
Traffic Markings	± 0.20 ft	n/a
Walls - Retaining, MSE, Sound, etc.	± 0.10 ft	± 0.05 ft
Wetland Mitigation Control Stakes	± 0.20 ft	± 0.20 ft
Luminaire and Signal Poles (incl. footings)	± 0.20 ft	± 0.03 ft

Stakes for miscellaneous items not listed above will have a horizontal and vertical tolerance of 0.20 foot, unless otherwise directed. Features that are to be constructed flush to another surface should take on the same tolerance as that surface.

Staking tolerances for special circumstances will be discussed at the pre-construction meeting.

These staking tolerances are not cumulative to the construction tolerances identified for the appropriate items in which construction tolerances are required.

In constructing the work, the contractor shall meet the appropriate construction tolerances for the material as specified in the special provisions or standard specifications, regardless of the construction staking tolerances, specific to the work item.

00305.51 Slope Stakes and References - Set slope stakes and references at even design stationing 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.

00305.52 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.

00305.53 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.

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Stakes and hubs shall be checked by the inspector as a representative of the Engineer. Do not begin placement of the next material course until the Engineer has accepted the grade and approval is given to proceed.

00305.54 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).

00305.55 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.

00305.56 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

Establish a reference line to control the alignment of the structure. Record data in field notes containing staking information for the outlet pipe from the specific drainage structure.

00305.57 Box Culverts - Set stakes or other devices to control the location and elevation of box culverts as specified. Provide horizontal and vertical control for elements of the box culvert(s) including but not limited to footing, side walls, wing walls, weirs, fish ladders, apron and top elevation. Stake other drainage facilities, electrical conduits, water pipes, and other items shown or identified that are to be integrated into the construction of the box culvert(s). Stake ditches to make the box culverts(s) functional.

00305.58 Engineering Stationing - When required, establish engineering stationing at required intervals for the length of the project along the shoulder of the highway. The stationing shall be visible and maintained throughout the construction of the project.

00305.60 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.

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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:

- Include in field notes a detailed point description and vicinity sketch for each control station and survey monument established or used.
- Perform a minimally and fully constrained Least Squares adjustment.
- 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) Terrestrial Networks:

(1) Equipment:

- Use Theodolites with a maximum angular standard of error no greater than ± 6 seconds.
- Use EDMs with a maximum distance standard error no greater than ± 0.02 feet ± 5 ppm.
- All components shall be of compatible accuracy and designed to be used together.

(2) Field Procedures:

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- 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 ± 3 seconds.
- Tolerance for distance residuals is ± 0.02 feet ± 2 ppm.

(4) Data Requirements - Provide the following to the Engineer for each network or circuit established:

- **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.
- **Least Squares Adjustment Report** – These reports contain details of the least squares adjustment, including a list of all angular and distance residuals, confidence region values at a 95% confidence level, and final adjusted coordinates.

(c) GNSS Networks:

(1) Equipment:

- GNSS receivers shall be dual frequency geodetic receivers with a manufacturer-specified accuracy of ± 0.02 feet ± 1 ppm or better.
- All components shall be of compatible accuracy and designed to be used together.

(2) Field Procedures:

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- 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.
- 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 ± 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:
 - GNSS observation data file
 - GNSS navigation message file
- **Observation Log Sheet** - This log includes, for each observation, start and stop times, and antenna height including measurement procedure.
- **Least Squares Adjustment Report** – These reports contain details of the least squares adjustment, including a list of all angular and distance residuals, confidence region values at a 95% confidence level, and final adjusted coordinates.

(d) Traverses:

(1) Equipment:

- Identical to requirements for Theodolite/EDM networks.

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(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:

- **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.

00305.61 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. A least squares adjustment shall be applied to each network of acceptable level circuits.

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 fire hydrants, guardrails, highway signs, or nails or spikes in utility poles or fence posts.
- Include detailed point descriptions and vicinity sketch in field notes.

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- Take field notes when recording measurements electronically. Include data and information not electronically measured and recorded.
- Apply a vertical least squares adjustment to allowable errors. The use of proportional distribution of error may be used if approved by the Engineer.

(b) Acceptance Standards - Each leveling circuit shall be accepted based on the "point-to point" or "closed-loop" limits described below. A single least squares adjustment shall be applied to the observation in the leveling circuits meeting the acceptance standards.

- 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

- **ASCII Point Elevation Data File**

00305.62 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.

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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:

- 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 Engineer
- 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 00305.50:

- Outside edge of girder(s)
- Face(s) or centerline(s) of internal girders or stem walls
- Edge of deck
- Alignment of grade breaks

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- Pedestrian and bicycle facilities
- Rails and railings

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.

00305.63 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.

00305.64 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

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- Detectors
- Other similar sign, signal, and illumination appurtenances
- New fabricated items

Provide the following documentation to the Engineer before submitting working drawings:

- Field verified length of poles, posts, mast arms, and tenon locations
- Field verified orientation of triangular bases for poles
- Field verified measurements of all existing features including orientation and relationship to all other new appurtenances and new fabricated items.
- Plan, elevation, and side views
- Identification of all obstacles

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.

00305.70 Temporary Protection and Direction of Traffic - For survey activities outside of the projects traffic control plan and lasting 3 days or less, provide work zone traffic control according to ODOT's "Oregon Temporary Traffic Control Handbook".

For survey activities outside of the projects traffic control plan and lasting longer than 3 days, provide work zone traffic control according to Oregon Standard Specifications for Construction Section 00225.

00305.71 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 subsection 00170.82(c), 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.

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(c) Post Construction Survey - At the completion of the project, file a post construction survey with the Linn County Surveyor's Office. Provide the Engineer with a copy of the approved survey.

If no monuments were disturbed or destroyed during construction activities submit stamped, written verification to the Engineer.

00305.72 Project Monumentation - The Contractor will not be responsible for performing right-of-way monumentation.

00305.73 Pre-Construction Survey - The Contractor will not be responsible for performing a pre-construction Survey.

Measurement

00305.80 Measurement - No measurement of quantities will be made for work performed under this section.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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 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:

00310.80 Measurement – Add the following:

Existing curb, gutter and sidewalk removal is included in the estimated quantities of earthwork.

SECTION 00320 - CLEARING AND GRUBBING

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

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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.

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:

Perform all earthwork under this Section on the excavation basis.
Earthwork performed under this provision including excavation, haul, and embankment construction, unless otherwise specified, will be paid for by excavation measurement.

00330.80 Measurement – Add the following bullet:

- Lump Sum basis.

00330.81 Excavation Basis Measurement – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for earthwork.

The estimated quantity of general excavation is 4,480 Cubic Yards.

The estimated quantity of embankment is 35 Cubic Yards.

The quantities of earthwork are limited to the lines, grades, and Slopes as established, and the following:

- Abandoned pipe and miscellaneous matter within excavation limits.
- Ditch Excavation
- Foundation Excavation
- General Excavation
- Curbs, gutters and sidewalks within excavation limits
- Embankments required or necessary to perform earthwork on the excavation basis

00330.92 Kinds of Incidental Earthwork - 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 that which is outside the neat line limits shown on the typical sections.
- Watering of materials required by 00330.46

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

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SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

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

00405.12 Bedding - Replace this subsection, except for the subsection number and title with the following:

All pipe shall be placed on a bedding of a minimum of 6 inches of compacted 1"-0 or 3/4"-0 aggregate base material conforming to 02630.10.

00405.14 Trench Backfill - Delete this subsection, except for the subsection number and title, with the following:

Use Class B backfill, consisting of gravel or crushed rock meeting the requirements of Section 00640. Designated size shall be 1" - 0 or 3/4" - 0.

00405.14(b) Class B Backfill - Replace the words "Section 00641" with the words "Section 00640".

00405.46(a) General - Replace the paragraph that begins "Thoroughly tamp and compact all ..." with the following paragraph:

Thoroughly tamp and compact all trench backfill with machine or pneumatic operated tampers of a size and type that will obtain the required density. When fill is to the top of the pipe, compact the trench backfill in a manner to avoid damage to the installed pipe.

00405.46(b) Pipe Zone - Replace the paragraph that begins "As required under the haunches..." with the following paragraph:

As required under the haunches of pipe and in areas not accessible to mechanical tampers or to testing, compact with hand methods to ensure intimate contact between the backfill material and the pipe or Structure. Place backfill material between corrugations when the pipe product is manufactured with external corrugations. Provide thorough compaction.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00406 - TUNNELING, BORING, AND JACKING

Comply with Section 00406 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

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00440.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,300 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

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

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.01 Definitions and Descriptive Terms – Delete the definitions for **Plain** and **Steel**.

00445.43(b) Concrete Pipe - Replace the paragraph that begins "Lay elliptical reinforced pipe so ..." with the following paragraph:

Lay elliptical reinforced pipe so that the top or bottom marks are not more than 5 degrees from vertical. Provide all rigid pipe entering or leaving manholes with flexible joints within 18 inches of the manhole Structure and placed on firmly compacted bedding.

00445.43(f) Polypropylene Pipe - Replace the paragraph that begins "Provide joints made with..." with the following paragraph:

Provide joints made with bell-and-spigot coupling.

Add the following subsection:

00445.40(h) Damages to Pipe - Any repairs to pipe that is damaged or dislocated by subsequent work in the vicinity of the pipe will be the responsibility of the Contractor at no additional cost to the Agency.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.10 Materials - Replace the "Metal Frames, Grates, Covers, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps.....02450.30

00470.42 Precast Concrete Catch Basins and Inlets – Add the following:

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All grates placed on type CG-2 catch basins will be appropriate for use within bike lanes and by bike traffic.

00470.43(b) Cast-In-Place Concrete Construction – Add the following:

All grates placed on type CG-2 catch basins will be appropriate for use within bike lanes and by bike traffic.

00470.45 Steps and Ladders - Replace this entire subsection with the following subsection:

00470.45 Steps - Fasten steps to the manhole walls according to the manufacturer's recommendations and as shown.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications modified as follows:

00480.11 Asphalt Concrete - Replace the paragraph that begins "Furnish a Level 2, 1/2 inch ..." with the following paragraph:

Furnish commercial asphalt concrete Pavement meeting the requirements of Section 00740. The mixture may be varied when conditions require it, if approved by the Engineer.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections.....02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps.....02450.30

00490.46(a) Metal Steps and Ladders - Replace the title of this subsection with “**Metal Steps**”

Replace the paragraph that begins " If existing manholes or similar Structures ..." with the following paragraph:

If existing manholes or similar Structures have metal steps, provide new steps in the adjusted Structure, in kind. Construct according to the Standard Drawings.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications modified as follows:

00530.42(c)(1) General – Replace the paragraph that begins “When approved, dowels may be replaced...” with the following paragraph:

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For staged construction, dowels may be replaced by reinforcing bars with threaded sleeve mechanical splice couplers embedded in the portion of concrete placed first and threaded reinforcing bars inserted in the couplers after forms are removed. Approval by the Engineer is required for the substitution. Construct assemblies that develop 125 percent of the specified minimum yield strength of the dowels shown or specified. Construct reinforcing bars that have effective splice or development lengths equal to the replaced dowels.

00530.42(c)(2)a. General - Replace the paragraph that begins “Furnish labor, Material and Equipment ...” with the following paragraph:

Furnish labor, Material and Equipment for fabricating sample mechanical splices at no additional cost to the Agency. All sample splices will be tested by the Agency at the Agency’s expense.

00530.42(c)(3) Installation – Replace this subsection, except for the subsection number and title, with the following:

Install splices in the presence of the Engineer. Splices made without the Engineer present will be rejected. Do not place stirrups and other reinforcing bars between a mechanical splice sleeve and the surface of the concrete where it would impair the specified clearance. Instead, place additional reinforcement as necessary at no additional cost to the Agency.

When using epoxy coated reinforcing bars, coat mechanical splices prior to installation according to ASTM A775. After the splices are attached to the rebar, coat exposed areas of bare steel and seal the rebar to splice interface with a manufacturer recommended patching material according to ASTM A775.

00530.80 Measurement – Replace this subsection, except for the subsection number and title with the following:

No measurement of quantities will be made for steel reinforcement.

The estimated quantity of reinforcement is:

Location	Quantity (pounds)
Light Pole Footings.....	653
RRFB Footings.....	42

00530.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for steel reinforcement.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

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

Traffic will be allowed on the cold planed surface up to 3 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

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

SECTION 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 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.

00640.41 Hauling and Placing - Add the following paragraph:

Where required, rock shall be placed at driveways and field approaches in a manner that provides an adequate transition between the new surface and the existing surface, subject to approval by the Engineer.

00640.80 Measurement - Add the following:

No measurement will be made for aggregate placed under miscellaneous concrete structures.

00640.90 Payment - Add the following:

No separate or additional payment will be made for aggregate placed under miscellaneous concrete structures.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

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

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

00744.10(c)(1) Processing Shingles - In the paragraph that begins "Process the RAS by grinding...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

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

Provide 64-22 grade asphalt cement for this Project.

00744.43(c) Placing - Add the following:

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.

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00744.44(b) Drop-Offs: Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00744.45(a)(1) Temporary End Panel - Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00744.45(a)(3) Excess Asphalt Concrete Pavement- Delete the sentence that begins “Payment will be made...” And replace with the following:

After completing end panels as specified, dispose of unused, remaining ACP outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00744.45(c) Bridge Deck Overlays - Replace the sentence that begins “Fill the joint with a poured...” with the following sentence:

Fill the saw cut joint with a hot applied joint sealant from the QPL.

00744.90 Payment - In the paragraph that begins "No separate or..." add the following bullet:

- Asphalt tack coat
- Unused, remaining, or excess ACP
- Reflective tape or temporary flexible overlay pavement markings

Add the following to the end of this subsection:

Payment will be made for the actual material placed. A weigh ticket shall be provided for any material not used on the project. If a weigh ticket is not provided, the Engineer will make an appropriate determination on the amount of Asphalt that was not used.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, placing and finishing Commercial Grade Concrete curbs, concrete curb ramps with curbs, islands, traffic separators, driveways, sidewalks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established.

This Work consists of furnishing, placing and finishing concrete bus pads according to Section 00756.

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The Commercial Grade Concrete items in this Section will be collectively referred to as "Structures".

Add the following subsection:

00759.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00759.02 Required Submittals – Replace this subsection with the following subsection:

00759.02 Definitions:

Pedestrian Access Routes - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

00759.03 Placement Conference - Replace this subsection with the following subsection:

00759.03 Required Submittals - Do not begin any curb ramp Work before the plan for completing the Work has been approved. Material ordered or Work done before the Engineer reviews and returns the documents will be at the Contractor's risk.

Before the preplacement conference, submit the following:

(a) Working Drawings - At least 10 Calendar Days before the preplacement conference, submit six copies of unstamped Working Drawings according to 00150.35 for all curb ramp Work. Include field verification of each ramp location, and all dimensions and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Notify the Engineer of any deficiencies or noncompliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed.

(b) Curb Ramp Plan - At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following:

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.02
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

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

Add the following subsection:

00759.04 Preplacement Conference - Before beginning any curb ramp Work, meet with the Contractor's supervisory personnel and quality control manager, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences.

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

00759.12 Sidewalk Ramp Treatment – Replace the title of this subsection with “**Curb Ramp Treatment**”

Replace the paragraph that begins “Furnish truncated dome detectable warning...” with the following paragraph:

Furnish truncated dome detectable warning surfaces for curb ramps and accessible route islands from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color.

Add the following subsection:

00759.22 Smart Level - Use ODOT approved smart level devices to measure cross slopes and curb ramp slopes. Calibrate smart levels at the time of inspection. Use percentage mode to record all slope measurements to the nearest 10th of a percent relative to a true horizontal plane (zero).

(a) Qualified Smart Levels - Slopes will be measured with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

00759.41 Earthwork - Add the following paragraph to the end of this subsection:

Remove and dispose of existing concrete sidewalks, curbs, and curb ramps that are scheduled for removal according to Section 00310.

00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing - Replace this subsection, except for the subsection number and title, with the following:

Do not provide expansion joints within the curb ramp, and between separate concrete pours on the same project.

Provide expansion joints:

- Between driveways and concrete Pavement.
- Transversely in walks opposite expansion joints in adjoining curbs and elsewhere so the distance between joints does not exceed 45 feet.
- Transversely in walks at a distance of 16 feet to 8 feet from ends of walks which abut curbs.
- Around poles, posts, boxes, and other fixtures which protrude through or against the Structures.

00759.50(c) Driveways, Walks, and Surfacing – Add the following to the end of this subsection:

The 24-inch smart level will be used to measure driveway and sidewalk cross slopes on the pedestrian access route.

Add the following subsection:

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00759.50(d) Curb Ramps - The 6 inch smart level will be used to measure curb running slope. The 6-inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24-inch smart level. All other curb ramp locations will use a 24-inch smart level to measure slopes.

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed. Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

00759.90 Payment – Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb Ramps Each

Add the following pay item:

Pay Item	Unit of Measurement
(q) Concrete Site Furnishings Pads	Each

Add the following after the sentence that begins "In item (a)";

Item (a) includes the curb runs constructed adjacent to the curb ramps.

Delete the paragraph that begins "Item (m) includes...".

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian

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facility, Item (n) also includes saw cutting and removal. Payment for the area of the curb ramp will be made under the concrete walks Pay item.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

Replace the sentence that begins “Aggregate will be paid...” with the following sentence:

No separate of additional payment will be made for aggregate placed under miscellaneous concrete structures.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.10 Materials - In the list of materials, replace the line that begins "Wood Guardrail Blocks..." with the following line:

Guardrail Blocks.....02110.20

Furnish recycled plastic guardrail blocks or wood guardrail blocks.

00810.11 Posts - Replace this subsection, except for the subsection number and title, with the following:

Posts shall be steel except in the transitions and terminals.

00810.13 Guardrail Anchors - Add the following paragraph to the end of this subsection:

Furnish one guardrail anchor cable assembly per project for testing according to AASHTO M 30.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.40 Plans - Replace the paragraph that begins “For Projects with partial striping...” with the following paragraph:

For Projects with partial striping Plans or Projects without striping Plans, document all existing striping that is not shown in the Supplemental Drawings. Submit documentation to the Engineer at least 7 Calendar Days before the loss of existing pavement markings.

00850.42 Pre-Striping Conference - Replace the paragraph that begins “Meet with the Engineer and striping...” with the following paragraph:

Meet with the Engineer and striping Subcontractor, if striping is done by a Subcontractor, at least 2 weeks prior to beginning striping Work to discuss methods and practices of accomplishing all required striping Work. Submit the following in writing at least 5 Calendar Days before the pre-striping conference for approval:

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00850.45 Installation - Add the following bullet before the bullet that begins “Place material according to...”:

- Place material between May 1 and October 15.

Replace the bullet that begins “Place material according to...” with the following bullet:

- Place material according to the manufacturer’s installation instructions.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00869 - CURB AND NON-TRAVERSABLE MEDIAN MARKINGS

Section 00869, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00869.00 Scope - In addition to the requirements of Section 00850, 00860, and 00865, install curb markings and non-traversable median markings according to the following Specifications.

Construction

00869.45 Installation - Apply curb markings and non-traversable median markings only when the following conditions are met:

- The ambient temperature is at least 50 °F and rising
- The pavement has been dry for at least 48 hours
- 30 Calendar Days of cure time for new concrete curb or median.

Apply the Material to the surfaces according to the manufacturer’s installation instructions to the full height and width of curb or median as shown in the Plans.

Apply the following marking material types:

- **Paint** - Apply according to 00860.45 along full height of curb face and along full width of top of curb or non-traversable median.

Measurement

00869.80 Measurement - The quantities of curb markings will be measured on the length basis.

Payment

00869.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following item:

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Pay Item

Unit of Measurement

(a) Curb Marking, Paint Foot

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 00902 - SIDEWALK CLOSURE SUPPORTS

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00902.00 Scope - This work consists of constructing sidewalk closure supports as shown.

Materials

00902.10 Materials - Furnish materials meeting the following requirements:

Commercial Grade Concrete..... 00440
Steel 01070.10 and 01070.12
Signs 00940

Construction

00902.40 General - Construct sidewalk closure supports as shown or directed.

Measurement

00902.80 Measurement - The quantities of sidewalk closure supports will be measured on the unit basis.

Payment

00902.90 Payment - The accepted quantities of work done under this Section will be paid for at the Contract unit price, per each, for the item "Sidewalk Closure Barricade".

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 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

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

00920.10 Materials – Delete “Conduit” from the list of materials.

Replace the “Reinforcement” line with the following line:

Reinforcement.....02510

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SECTION 00930 - METAL SIGN SUPPORTS

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

00930.10 Materials - Replace the paragraph that begins "Furnish structural steel materials..." with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

00930.40(a) General – Add the following:

Concrete Collar not required for anchor sign support installation.

00930.40(e)(1) General – Add the following sentence to the end of the paragraph:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

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

The estimated quantities of structural steel are as follows:

Item Minor Sign Supports	Estimated Quantity (Pound)
2.5" x 2.5"x 408' Perforated Steel Square Tube Sign Supports	1,281
3" x 3" x 3' Perforated Steel Square Tube Anchor Sign Supports	313

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.01 Regulations, Standards, and Codes - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

00960.02 Equipment List and Drawings - Replace this subsection with the following subsection:

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit the Blue Sheets (see 00160.00 and 00160.07) and Green Sheets (see 00160.00 and 00160.07) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and

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Green Sheets contain submittal instructions and are available on the ODOT Traffic Standards website (see 00110.05(e)).

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

Add the following subsection:

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete.....	00440
Controlled Low Strength Materials	00442
Delineators	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports	00962
Selected General Backfill	00330.13
Selected Granular Backfill	00330.14
Reinforcement	02510

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

Use commercially available UL listed insulating vinyl plastic tape where shown.

Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

00960.40 General – Replace this subsection with the following subsection:

00960.40 Excavation - Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

00960.41 Excavation - Replace this subsection with the following subsection:

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00960.41 Horizontal Directional Drilling - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to the extent that the Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

00960.42 Conduit - Replace this subsection, except for the subsection number and title, with the following:

(a) Cleaning New Conduit – Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.

(b) Cleaning Existing Conduit - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.

(c) Metallic Conduit – Paint the following with rust-preventative coating:

- Threads on all metal conduit.
- Areas where the coating has been damaged so underlying metal is exposed.
- Exposed, ungalvanized threads resulting from field cuts.

If corrosive Soil conditions exist, coat metallic conduit with a nonmetallic coating or wrap with corrosion protection tape at least 10 mils thick.

(d) Connecting Non-Metallic Conduit to Metallic Conduit - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

(e) Conduit on Structures - Install conduit according to 00583.40.

(f) Conduit on Wood Poles - Mount conduit on wood poles with two-hole, galvanized, steel conduit straps spaced no more than 3 feet apart. Mount conduit on Utility-owned wood poles according to local Utility regulations. Use stand-off brackets if required.

00960.43 Foundations – Replace this subsection, except for the subsection number and title, with the following:

Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

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Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.
Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

00960.44 Junction Boxes - Delete this subsection.

00960.45 Cable and Wire - Delete this subsection.

00960.46 Wiring Practices - Replace this subsection with the following subsection:

00960.46 Service Cabinet and Electrical Energy - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

The following table contains Utility contact information to arrange for the Utility to make electrical hookups:

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Broadway St Station 13+05 Lt	Pacific Power	Jim Kelly PH: 541-967-6191 email: james.kelly@pacificorp.com	6843210
Pedestrian Path Station 2+00 Lt	Pacific Power	Jim Kelly PH: 541-967-6191 email: james.kelly@pacificorp.com	6843210

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

00960.48 Coating - Delete this subsection.

00960.49 Electrical Service - Delete this subsection.

00960.50 Grounding and Bonding - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.

(b) Grounding/Bonding Wire - Use a THWN No. 6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.

(c) Ground Rods - Ground each above ground metallic Structure with a separate ground rod.

(1) Located in Junction Box - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.

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(2) Located in Foundation - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.

(d) Services and Cabinets - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

(e) Nonmetallic Conduit - In all nonmetallic conduit, run a ground/bond wire continuously between all poles, pedestals, posts, and cabinets. Bond wires are not required in conduit that only contains circuits that operate at less than 25 volts.

Add the following subsection:

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

00960.70 Electrical Energy - Delete this subsection

Add the following subsection:

00960.71 As-Built Plans - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

00962.46(j)(2)(d) Final Tightening - In the table, replace the words "ASTM A325" with the words "ASTM F3125, Grade A325"

00962.46(j)(3) Bolt Inspection - Replace the sentence that begins "The installation will be rejected if..." with the following sentence:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.02 Equipment List and Drawings - Replace this subsection, except for the subsection number and title, with the following:

(a) Ornamental Street Lighting - Furnish one of the following approved ornamental street lighting, or an approved equal:

Sentry Electric LLC	Pole and Base	Part: SALW20-12'-BK-GFI
	Hanger	Part: PHANGER-5"CO-18"-BK
	Acorn Luminaire	Part: SWW-LED-50W-120V-DSLS-HSS-BPC-F-BK
		Part: SWW-LED-75W-120V-DSLS-HSS-BPC-F-BK

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Pemco Lighting Products	Pole and Base	Part: PBL-102-5-12-F-125-T300-GFIC-BK
	Hanger	Part: FH-C0-S-BK
	Acorn Luminaire	Part: LEX1-SA-C5-48W4K-U-3-N-N-PC-H-P-BK
		Part: LEX1-SA-C5-80W4K-U-3-N-N-PC-H-P-BK

Antique Street Lights	Pole and Base	Part: PX-W17-12-F5-ANBK
	Hanger	Part: BAC19-BACD5-18B4-BAEB-ANBK
	Acorn Luminaire	Part: AL25-E-32LED-700MA-4K-ACT-MVOLT-N3-SF-PEB1-DBL

(1) Electrical Outlet – Each ornamental street light pole shall have a locking GFI outlet attached to the upper portion of the light pole.

(b) Ornamental Bollard Lighting - Furnish one of the following approved ornamental bollard lighting, or an approved equal:

Sentry Electric LLC	Part: SAL-B-BOL-SLOT-LED-120V-BK
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Pemco Lighting Products	Part: CAV102-OF-FA-20W4K-U-3-PC-DT-BK
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Antique Street Lights	Part: BLCA-BW14DTL-LED-GWS-120-PEB1-ANBK
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00970.42 Cable and Wire - Replace the paragraph that begins "Support the conductors..." with the following paragraph:

Support the conductors at the top of the pole using a flexible metal cable support grip to prevent insulation damage at the upsweep arm opening. When splicing cable into a new or existing circuit at a pole base (minimum wire length: 18 inches outside handhole), install a watertight, in-line fuse holder in the pole base for each current-carrying wire going up the pole. This fuse holder shall be constructed so the wire to the ballast can be disconnected without cutting or disconnecting wiring at the ballast. Insulate terminal ends of the in-line fuse holder using either heat shrink tubing or electrical insulating rubber tape over-wrapped with electrical vinyl plastic tape as specified.

Add the following paragraph to the end of this subsection:

Color coding of illumination circuits is required for three phase systems only. Ensure color coding of each phase conductor remains consistent throughout the entire electrical system.

00970.43 Photocontrol Electronic Relay - Replace the paragraph that begins "Mount the relay away from adjacent..." with the following paragraph:

Mount the relay away from adjacent luminaires, and orient the light sensitive relay's window to the northern sky. Mark the date of installation on the bottom of the photocontrol electronic relay.

00970.45 LED Luminaires - Replace the sentence that begins "Install LED luminaires as shown ..." with the following sentence:

Install LED luminaires as shown or specified.

00970.50 Grounding and Bonding - Replace the paragraph that begins "Install 1 inch nonmetallic conduit..." with the following paragraph:

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Install 1-inch nonmetallic conduit from the pole base to the concrete and polymer concrete junction box at each pole. Install a ground rod in each junction box and install No. 6 AWG copper ground wire from the ground stud in the pole base to the ground rod in the junction box. The ground rod may be installed in the same junction box that provides illumination circuitry to the pole, if a separate and independent conduit is installed for the ground wire. Bond all metal conduit and metal junction box covers, if used, together to the ground rod.

00970.80 Measurement – The quantities of Work performed under this Section will be measured on the Unit Basis.

00970.90 Payment - Add the following items to the list of pay items:

Pay Item	Unit of Measurement
(f) Ornamental Street Lighting	Each
(g) Ornamental Bollard Lighting	Each

Add the following paragraph:

Items (f) and (g) includes all concrete foundations for lighting poles, bases, poles, luminaires, plant hangers, GFI outlets, all switches, conduit, cabinets, wiring, delineators, junction boxes, service cabinets and connections, and other items required to construct the lighting system as specified.

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

00990.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

00990.40 Cable and Wire - Delete this subsection in its entirety.

00990.42 Indication Equipment - Replace this subsection with the following subsection:

00990.43 Traffic Signal Detection Devices - Replace this subsection with the following subsection:

00990.43 Traffic Control Signs - The type of sign and method of mounting will be as shown. Signs shall conform to the applicable portions of Section 00940.

Add the following subsection:

00990.45 Signal Covers - Cover mounted vehicle signals and pedestrian signals at all times until the signal installation is ready for continuous operation.

00990.46 Fire Preemption – Replace this subsection with the following subsection:

00990.46 Pushbutton Covers - Cover mounted pushbuttons at all times until the pushbuttons are operational.

Add the following subsection:

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00990.60 Cabinet Protection - Keep interiors of all cabinets clean and free of dust, dirt, moisture, and other foreign matter.

00990.80 Measurement - Add the following paragraph to the end of this subsection:

Signs shown on the traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be measured according to 00930.80 and 00940.80.

00990.90 Payment – Add the following pay item to the pay item list:

Item	Unit of Measurement
(h) Rectangular Rapid Flashing Beacon	Each

Add the following paragraph:

Payment for Item (h) 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.

Add the following paragraphs to the end of this subsection:

Signs shown on traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be paid for according to 00930.90 and 00940.90.

SECTION 01011 - STORMWATER CONTROL, BIOCELLS

Section 01011, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01011.00 Scope - This work consists of furnishing all materials and installing stormwater biocells as shown.

Materials

01011.10 Materials - Furnish material meeting the following requirements:

Concrete	00440
Drainage Geotextile, Type 1	02320
Granular Drain Backfill	00430.11
Manholes, Catch Basins, and Inlets	00470.11
Storm Sewer Pipe	00445.11
PVC Pipe	00430.11
Perforated Pipe	00430.11

01011.11 Impermeable Liner – Furnish 30 mil thickness, high-density polyethylene material, or as approved by the engineer.

(a) Pipe Boot – Furnish pipe boots of the same material as the liner furnished.

(b) Liner Attachment – Liner attachment shall be 2” by 14” aluminum bar conforming to ASTM B211.

01011.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

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Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01011.13 Curb Extension Inlet and Splash Pad – Concrete curb extension inlet and concrete splash pads shall meet the requirements of 00440.

01011.14 Curb Notches – Concrete curb notches shall meet the requirements of 00440.

01011.15 Paver Splash Pad - Furnish pavers from the QPL.

01011.16 Wrapped Perforated Pipe – Furnish perforated Pipe wrapped with type 1 drainage geotextile per 00430 and 00350, respectively. Perforations shall be circular, on 3-1/4” centers. Hole size shall be a minimum of 3/16” and a maximum of 3/8” arranged in four rows along the length of the pipe.

Construction

01011.40 General - Construct biocell facilities as shown.

01011.41 Impermeable Liner – All pipe penetrations shall be made with the use of a manufactured pipe boot. Pipe boots shall provide a continuously bonded seal to the liner. Pipe boots shall provide a chemically bonded or mechanically bonded seal to the pipe to prevent passage of water or soils at the point of penetration.

Liner shall be mechanically anchored with aluminum bar.

01011.42 PVC Pipe – Install pipe per the following requirements and as shown on the plans:

- (a) **Wrapped Perforated Pipe** – Wrap perforated pipe with Type 1 drainage geotextile meeting the requirements of 00350.
- (b) **Laying Pipe** - Lay the pipe according to Section 00445.
- (c) **Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe with a cleanout.
- (d) **Pipe Fittings** – Install pipe fittings where required, as shown or as directed.

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01011.43 Water Quality Mixture - Place water quality mixture in maximum 12-inch Lifts. Compact each Lift by using a water filled roller or hand-held tamper.

01011.45 Beehive Inlet Frame and Grate –Beehive inlet grates shall be secured to the vertical drain pipe to prevent theft.

Maintenance

01011.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01011.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Biocell materials are:

Item	Quantity
Impermeable Liner and Pipe Boots	2,487 Sq. Yd.
Granular Drain Backfill	64 Cu. Yd.
Water Quality Mixture	155 Cu. Yd.
Curb Notches	7 Each
Granular Drain Backfill Flow Spreader	2 Cu. Yd.
Curb Extension Inlets with Concrete Splash Pad	9 Each
Concrete Overflow Inlet.....	7 Each
4 Inch Wrapped Perforated PVC Pipe.....	136 Foot
4 Inch PVC Pipe	32 Foot
4 Inch PVC Cleanout.....	9 Foot
8 Inch HDPE Storm Sewer Pipe.....	167 Foot

Payment

01011.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the items:

Pay Item	Unit of Measurement
(a) Biocells	Lump Sum

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 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

01012.00 Scope - This work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

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Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area.

Do not stockpile excavated material in the facility area. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture and compact with a water filled landscape roller.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Water Quality Swale materials are:

Item	Quantity
Water Quality Mixture	12 Cu. Yd.
Rock Basin Flow Spreader	1.5 Cu. Yd.

Payment

01012.90 Payment – The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale".

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 01030 - SEEDING

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

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01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:
Provide the following seed mix formulas:

- **Permanent Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination minimum)	= Amount (lb/acre)
<u>Festuca rubra</u> (Creeping Red Fescue)	<u>175</u>	_____	_____	_____
<u>Lolium perenne</u> (Perennial Ryegrass)	<u>20</u>	_____	_____	_____

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

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

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

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

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.49 General Planting - Add the following to the end of this subsection:

Perform initial watering and continue with the watering frequencies according to 01040.71.

01040.71 Plant Care and Success Criteria - Add the following to the end of this subsection:

The following watering frequencies are required:

- Deciduous trees that are 1-1/2 inch and larger, water at a frequency of 1 time per week
- All shrubs and groundcover, water at a frequency of 1 time per week

01040.80(f) Mulch - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for bark mulch. The estimated quantity of bark mulch is 1.5 Cubic Yards.

01040.90(d) Plant Materials - Replace the paragraph that begins “Partial payments for plant Materials will...” and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

At the time of the original planting..... 60%

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After the first plant establishment inspection	10%
After the second plant establishment inspection.....	10%
After the third plant establishment inspection	10%
At completion of the establishment period	10%

Add the following paragraph:

No separate or additional payment will be made for Bark Mulch.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

SECTION 01095 - SITE FURNISHINGS

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01095.00 Scope - This work consists of constructing site furnishings such as benches, picnic tables, litter receptacles, bicycle racks, and other furnishings as shown or directed.

Materials

01095.10 General:

(a) Benches - Provide benches meeting the following requirements:

- Tree Top Products, SKU 2ZT2086, black onyx powder- coated steel, surface mount;
- Belson Outdoors, Model CBPB-6CB-BK;
- Or approved equal

(b) Litter Receptacles - Provide trash receptacles meeting the following requirements:

- Tree Top Products, SKU 4ZT4282, with rain bonnet lid;
- Benson Outdoors Model CBTR-FTDRB-BK with rain bonnet lid;
- Global Industrial, Item # T9F237726BK with rain shield lid Model M3601-RCL-BK;
- Or approved equal

(c) Flag Pole Receptacles - Provide flag pole receptacles meeting the following requirements:

- 2-1/2” galvanized steel pipe, 1/8” thickness

(d) Concrete Transit Shelter Pad – Provide concrete pad meeting the requirements of 00440.

(e) Transit Shelter – Provide a transit shelter that is 8’ x 14’ x 7’ tall, or an approved alternate dimension and meeting the following requirements:

- Tolar Manufacturing, Signature Series Shelter, SIGA-CUSTOM-11, black. The following items will be modified for the shelter identified:
 - Street light corner posts with no globe, but shall be replaced with balls on top
 - Omit glass walls

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- Top identification sign to display “Mill City”
- An approved equal shelter

(f) Hardware - Provide hardware for site furnishings per the manufacturer’s recommendations.

(g) Concrete Wheel Stops - Provide concrete wheel stops and hardware meeting the following requirements, or as approved by the Engineer:

- Minimum 3500 psi concrete reinforced with #4 ASTM A615 grade 60 steel rebar
- Dimensions: 6' long x 6" tall x 9" wide
- Water relief holes
- Minimum 15", #4 ASTM A615 grade 60 steel rebar spikes (2 each)

Construction

01095.40 General - Install all site furnishings as shown and according to the manufacturers recommendations.

00195.41 Site Furnishing Pads - Install litter receptacle pad and bench pad as shown and meeting the requirements of 00759.

01095.42 Transit Shelter Pad - Install transit shelter pad as shown, meeting the requirements of 00759, and the following:

- Minimum of 4” thick concrete with 4” thick aggregate base or as per the manufacturer’s recommendations
- pad with a minimum of 6’ X 12’ clear zone and shall be 1’ wider than the structure supports on each side
- Location as shown on the plans

01095.43 Concrete Wheel Stops - Install concrete wheel stops as shown and per the manufacturer’s recommendations.

Measurement

01095.80 Measurement - The quantities of site furnishings will be measured on the unit basis.

Measurement for the concrete pads for both the litter receptacles and bench, and the transit shelter will be measured under section 00759.

Payment

01095.90 Payment - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Benches	Each
(b) Litter Receptacles	Each
(c) Flag Pole Receptacles	Each
(d) Transit Shelter	Each
(e) Concrete Wheel Stops	Each

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For items (a), (b) and (d), payment for the concrete pads will be paid for under section 00759, "Concrete Site Furnishings Pads".

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 02040 - CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Replace the paragraph that begins "Furnish liquid membrane-forming curing..." with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins "Before using liquid compounds, submit..."

02050.20 Polyethylene Films - Replace the paragraph that begins "Furnish clear or white..." with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02190 - PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying After Treatment – Replace the sentence that begins "When using waterborne preservatives..." with the following sentence:

When using waterborne preservatives, dry items according to AWPA T1, Section 7.

02190.30 Field Treatment – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWPA M4, Section 6 with a preservative from the QPL.

SECTION 02410 - CONCRETE PIPE

Comply with Section 02410 of the Standard Specifications modified as follows:

02410.10(a) End Designs - Replace this subsection, except for the subsection number and title, with the following:

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Where rubber gasket joints are used, modify the design of the ends of the pipe sections according to ASTM C443 to accommodate rubber gaskets.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.10 Corrugated Polyethylene Pipe - Replace this subsection, except for the subsection number and title, with the following:

02415.10 Corrugated Polyethylene Pipe - Furnish corrugated polyethylene pipe from the QPL and meeting the following requirements:

Corrugated polyethylene drain pipe	AASHTO M 252
Corrugated polyethylene culvert pipe.....	AASHTO M 294, Type S or D
Corrugated polyethylene storm sewer pipe.....	AASHTO M 294, Type S or D

The allowable nominal inside diameter of corrugated polyethylene pipe is as follows:

Corrugated polyethylene drain pipe	Up to 24"
Corrugated polyethylene culvert pipe.....	12" - 60"
Corrugated polyethylene storm sewer pipe.....	12" - 60"

Furnish watertight joints for corrugated polyethylene pipe from the QPL and meeting the requirements of ASTM D3212 when used for culvert or storm sewer. Furnish soil tight joints for corrugated polyethylene drain pipe.

002415.30 Steel Reinforced Polyethylene Pipe - Replace the sentence that begins "Furnish steel reinforced polyethylene pipe meeting the following..." with the following sentence:

Furnish steel reinforced polyethylene pipe from the QPL and meeting the following requirements:

In the paragraph that begins "For Steel reinforced polyethylene pipe...", replace the sentence that begins "Provide watertight joint..." with the following sentence:

Provide watertight joints from the QPL and meeting the requirements of ASTM D3212.

02415.40 Polypropylene Pipe - Replace the sentence that begins "Furnish polypropylene pipe..." with the following sentence:

Furnish polypropylene pipe and fittings from the QPL and meeting the following requirements

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

(a) Preformed Flexible Joint Sealant - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

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(b) Rubber Gaskets - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, grates, and manhole steps.

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

Inlet frames and grates that are fabricated out of steel shall be galvanized according to the appropriate requirements of Section 02530.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

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02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

Add the following subsection:

02560.05 Geometry - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

02560.10(b) Nuts— Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

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Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with following:

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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 Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

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(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO R 90 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

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(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Sieve Size	Separated Sizes					
	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No. 4
Percent Passing (by Weight)						
1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

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Table 02690-3

Gradation of Coarse Aggregates

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes 1 1/2" - No. 4	Sizes 1 1/2" - 3/4"	Sizes 1" - No. 4	Sizes 3/4" - 1/2"
	Percent Passing (by Weight)			
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated or			
	Separated Sizes 3/4" - 3/8"	Combined Sizes 3/4" - No. 4	Separated Sizes 1/2" - No. 4	Separated Sizes 3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

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Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5

Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications modified as follows:

02820.40 Guardrail Anchor Hardware - Replace the paragraph that begins "Provide cable and fittings..." with the following paragraph:

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Provide cable and fittings for guardrail anchors that conform to the requirements of AASHTO M 30, Class A, for Type II cable. Galvanize all fittings according to AASHTO M 111 (ASTM A123).

02820.50 Acceptance of Materials - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of metal guardrail Materials will be according to Section 00165.35.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with **"Retroreflective Sheeting"**

02910.20(a) General - Replace the paragraph that begins "Use retroreflective sheeting Type..." with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins "The Silver-white or white letters..." with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins "For retroreflective Type III and Type IV ..." with the following paragraph:

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins "For retroreflective Type IX sheeting used ..." with the following paragraph:

- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins "70 percent of minimum coefficient..." with the following paragraph:

- 70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 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 and Type XI sheeting.

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

02926.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to all applicable portions of AASHTO "Roadway Lighting Design Guide" (2018) and "Recommended Practice for Lighting Roadway and Parking Facilities" (ANSI/IES, RP - 8, 2018), this Section includes the requirements for highway illumination installations.

02926.41(e) Photoelectric Relay - Replace the paragraph that begins “Power consumption shall be...” with the following paragraph:

Power consumption shall be less than 1 W. At the designated voltage, the photoelectric relay shall be capable of controlling a minimum HID or LED luminaire load of 1000 W. Minimum operating temperature range shall be from -40 °F to 150 °F.

02926.53(b)(1) Vertical Light Distributions - Replace this subsection, except for the subsection number and title, with the following:

Divide vertical light distributions into three groups: short (S), medium (M), and long (L). Classification of the three groups depends on the maximum candle power point within a grid area according to the ANSI/IES RP-8 (2018) publication.

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

SECTION 03020 - EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications modified as follows:

03020.90 Acceptance – Delete the bullet that begins “Quality compliance certification...”

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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:

Curbs, Walks, Earthwork, Drainage, Lighting & Paving
Mill City Downtown Revitalization Project
Broadway Street
Federal Aid No. T17HC019
Linn County
December 2020

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

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

INCLUDED BY REFERENCE:

- SUBCONTRACTORS SOLICITATION AND UTILIZATION REPORT, ODOT FORM 734-2721 CAN BE FOUND AT:

<https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/forms.aspx>

(SUBMIT PER SECTION 130.40(f))

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

BID SCHEDULE

Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving

Bid Opening: December 15, 2020 at 9:35 a.m., P.D.T.

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
1. Mobilization	LS	All	\$	\$
2. Temporary Work Zone Traffic Control, Complete	LS	All	\$	\$
3. Erosion Control	LS	All	\$	\$
4. Inlet Protection	EACH	34	\$	\$
5. Pollution Control Plan	LS	All	\$	\$
6. Construction Survey Work	LS	All	\$	\$
7. Removal of Pipes	FOOT	1,095	\$	\$
8. Removal of Inlets	EACH	13	\$	\$
9. Removal of Manholes	EACH	1	\$	\$
10. Removal of Sufacings	SQYD	1,199	\$	\$
11. Removal of Structures and Obstructions	LS	All	\$	\$
12. Asphalt Pavement Saw Cutting	FOOT	1,275	\$	\$
13. Clearing and Grubbing	LS	All	\$	\$
14. General Excavation	LS	All	\$	\$
15. Subgrade Geotextile	SQYD	4,407	\$	\$
16. 4 Inch PVC Pipe	FOOT	129	\$	\$
17. 4 Inch PVC Wye	EACH	4	\$	\$
18. 4 Inch PVC Tee	EACH	2	\$	\$
19. 4 Inch PVC Cleanout	EACH	4	\$	\$
20. 8 Inch HDPE Storm Drain Pipe, 5Ft Depth	FOOT	214	\$	\$
21. 10 Inch HDPE Storm Drain Pipe, 5Ft Depth	FOOT	65	\$	\$
22. 12 Inch HDPE Storm Drain Pipe, 5Ft Depth	FOOT	442	\$	\$
23. 18 Inch HDPE Storm Drain Pipe, 5Ft Depth	FOOT	241	\$	\$
24. 24 Inch HDPE Storm Drain Pipe, 5Ft Depth	FOOT	299	\$	\$
25. Concrete Storm Sewer Manhole	EACH	6	\$	\$
26. Concrete Inlet, Type G-2	EACH	1	\$	\$
27. Concrete Inlet, Field Inlet	EACH	4	\$	\$
28. Drainage Curbs	FOOT	311	\$	\$
29. Connection to Existing Structures	EACH	1	\$	\$

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

ITEM	UNIT	QUANT.	UNIT PRICE	TOTAL
30. Extra for Manholes over Existing Sewer	EACH	1	\$	\$
31. Trench Resurfacing	SQYD	160	\$	\$
32. Cold Plane Pavement Removal 1-1/2" Depth	SQYD	3,698	\$	\$
33. Cold Plane Pavement Removal 0 to 1-1/2" Depth	SQYD	42	\$	\$
34. Aggregate Base and Shoulders	TON	4,534	\$	\$
35. Level 2, 1/2" ACP Mixture	TON	1,985	\$	\$
36. Level 3, 1/2" ACP Mixture	TON	2,385	\$	\$
37. Extra for Asphalt Approaches	EACH	19	\$	\$
38. Extra for Asphalt Walks	SQFT	11,677	\$	\$
39. Concrete Curbs	FOOT	135	\$	\$
40. Concrete Curbs, Curb and Gutter	FOOT	2,131	\$	\$
41. Concrete Driveways	SQFT	1,541	\$	\$
42. Concrete Walks	SQFT	12,839	\$	\$
43. Monolithic Curb and Sidewalks	SQFT	1,132	\$	\$
44. Concrete Site Furnishing Pads	SQFT	261	\$	\$
45. Extra for New Curb Ramps	EACH	33	\$	\$
46. Guardrail, Type 2A	FOOT	169	\$	\$
47. Guardrail End Pieces, Type C	EACH	1	\$	\$
48. Guardrail Transition	EACH	1	\$	\$
49. Guardrail Connection	EACH	1	\$	\$
50. Removable Bollards	EACH	4	\$	\$
51. Longitudinal Pavement Markings – Paint	FOOT	7,725	\$	\$
52. Pavement Legend, Type AB: Arrows	EACH	6	\$	\$
53. Pavement Legend, Type AB: Sharrows	EACH	2	\$	\$
54. Pavement Legend, Type B: Disabled Parking	EACH	1	\$	\$
55. Pavement Bar, Type AB	SQFT	467	\$	\$
56. Pavement Bar, Type B-HS	SQFT	380	\$	\$
57. Curb Marking, Paint	FOOT	20	\$	\$
58. Sidewalk Closure Barricade	EACH	5	\$	\$
59. Remove Existing Signs and Supports	EACH	22	\$	\$
60. Perforated Steel Square Tube Anchor Sign Supports	LS	All	\$	\$
61. Signs, Standard Sheeting, Sheet Aluminum	SQFT	362	\$	\$

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62. Ornamental Street Lighting	EACH	31	\$	\$
63. Ornamental Bollard Lighting	EACH	10	\$	\$
64. Rectangular Rapid Flashing Beacon Installation	EACH	2	\$	\$
65. Biocells	LS	All	\$	\$
66. Water Quality Swale	LS	All	\$	\$
67. Permanent Seeding	ACRE	0.03	\$	\$
68. Topsoil	CUYD	24	\$	\$
69. Deciduous Trees, 2-1/2 Inch Caliper	EACH	14	\$	\$
70. Shrubs, #1 Container	EACH	831	\$	\$
71. Shrubs, #3 Container	EACH	28	\$	\$
72. Shrubs, #5 Container	EACH	10	\$	\$
73. Groundcovers, #1 Container	EACH	164	\$	\$
74. Remove and Relocate Existing Fence	FOOT	45	\$	\$
75. Single Mailbox Support	EACH	1	\$	\$
76. Benches	EACH	5	\$	\$
77. Litter Receptacle	EACH	6	\$	\$
78. Flag Pole Receptacle	EACH	20	\$	\$
79. Concrete Wheel Stops	EACH	11	\$	\$
80. Transit Shelter	EACH	1	\$	\$
PROJECT TOTAL			\$	

Authorized Signature

Email

Print

Fax Number

Company Name

Phone

Address

Oregon Construction Contractors Board Number

City State Zip Code

Date

**Mill City Downtown Revitalization Project
Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

PROPOSAL

TO: COUNTY BOARD OF COMMISSIONERS, LINN COUNTY, OREGON

The undersigned, as bidder, declares that:

This bid is for the work described on the "Description of Work" sheet bound in this bid.

This bid has been prepared from documents obtained from Linn County Road Department website at: <http://www.co.linn.or.us/Roads/ContractConst.asp> - Project Title

The only persons or parties interested in this bid as principals are those named in this bid.

The bidder submits this bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications.

The bidder has obtained and become acquainted with the applicable standard specifications, special provisions, plans, and other required provisions applicable to the particular work for which the bid is submitted.

The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it.

The bidder has obtained and become acquainted with the forms of contract and bond which are to be signed by the successful bidder.

The bidder is satisfied as to the quantities and conditions and understands that in signing this bid the bidder waives all right to claim any misunderstanding regarding these quantities and conditions.

The bid guaranty submitted with this bid, if a bid bond, is by this reference made a part of this bid.

The bidder also proposes and agrees that:

If this bid is accepted, the bidder will execute the contract form furnished by the Agency, will provide all necessary machinery, equipment, tools, apparatus, labor and other means of construction, and will do all work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer as given in the contract.

The bidder will accept, as full payment for the work performed and the materials, labor, equipment, machinery, tools, apparatus and other means of construction furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" bound in this bid.

Any contract awarded to the bidder shall include the provisions required by ORS 279C.830 or 40 U.S.C. 276a.

The bidder also certifies to the following:

A. Noncollusion:

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Curbs, Walks, Earthwork, Drainage, Lighting & Paving**

The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.

Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

The bidder understands and acknowledges that the above representations are material and important and will be relied on by the Agency, in awarding the contract(s) for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Agency, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The bidder, its owners, directors, and officers:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this bid 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.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification.

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

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

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List exceptions. (For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Bid Insert.)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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 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.

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" to the Agency.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid that he or she shall require that the language of this certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

By signature on this bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of bidder, that the undersigned has authority and knowledge regarding bidder's payment of taxes, and that bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this

**Mill City Downtown Revitalization Project
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certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.657, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

Pursuant to ORS 279A.110, that the bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS Chapter 701 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

The bidder has incorporated into this bid all addenda issued for this Project.

The bidder understands and acknowledges that the Agency will provide all addenda only by publishing them on the Agency's website. Addenda may be downloaded from the Agency's website.

The bidder shall be responsible for diligently checking the Agency's website for addenda. Bidders should check the website at least weekly until the week of Bid Closing and daily during the week of Bid Closing.

By submitting this bid, the bidder assumes all risks associated with its failure to access all addenda and waives all claims, suits, and actions against the State, the Transportation Commission, the Department of Transportation and their members, officers, agents, and employees that may arise out of the bidder's failure to access all addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete addenda or information.

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:

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_____ [“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,” “Cashier' s Check,” “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 surety 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.

Bidder

Dated _____, 20____

By: _____

By: _____

**Mill City Downtown Revitalization Project
Curbs, Walks, Drainage, Lighting & Paving**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Mill City Downtown Revitalization Project

Highway Broadway Street

County Linn

Bid Opening Date December 15, 2020

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	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)