

**CONTRACT AND BONDS
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**



**GRADING, DRAINAGE, STRUCTURES, PAVING, SIGNING, ILLUMINATION
AND ROADSIDE DEVELOPMENT**

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT

SOUTH KLAMATH FALLS HIGHWAY

KLAMATH COUNTY

CONTRACT NUMBER 15262

EXPENDITURE ACCOUNT NUMBER CON04389

CLASS OF PROJECT 3970(028)

CONTRACTOR ROCKY MOUNTAIN CONSTRUCTION, LLC

DATE OF AWARD _____

SPECIFIED COMPLETION SEE SUBSECTION 00180.50(h)

Key # 18731

Bid Date 02-04-21
Ad Date 01-07-21

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**CONTRACT AND BONDS
FOR HIGHWAY CONSTRUCTION**

**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**

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DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN BUT WHICH ARE PART OF THE CONTRACT

(1) Standard Specifications

The "2021 Oregon Standard Specifications for Construction," as published by the Oregon Department of Transportation.

Copies of the 2021 Oregon Standard Specifications for Construction may be purchased by visiting the Oregon Department of Transportation, Specifications website at:

https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

(2) Plans

Applicable Plans, either separate from the Special Provisions or included within the Special Provisions.

Copies of Plans will be furnished by the Project Manager.

SECTION I. SPECIAL PROVISIONS

On the attached or inserted sheets which follow is given a description of the work to be performed under this Contract, together with required provisions bound herein, and Special Provisions, and instructions bound herein which supplement and modify the published "2021 Oregon Standard Specifications for Construction" book, making them part of this Contract and applicable to the particular work to be done.

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DESCRIPTION OF WORK

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
OR140: Brett Way Extension (K Falls) Project
South Klamath Falls Highway
Klamath County

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 9:00:00 a.m. on the 4th day of February, 2021. Bids will be received by Marie Wright, Construction Contracts Manager at the following time and places:

Before 9:00:00 a.m. on the day of Bid Closing.

For Bids submitted by mail or parcel delivery service, send to:

ODOT Procurement Office - Construction Contracts Unit, MS# 2-2
3930 Fairview Industrial Drive SE
Salem, Oregon 97302-1166.

For Bids submitted by hand delivery, date stamp the Bid with the provided date stamping device and place into the ODOT Procurement Office Bid Box located at the following address:

Oregon Department of Transportation
3930 Fairview Industrial Drive SE
Salem, Oregon 97302.

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 9:00:00 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 at the following address: Oregon Department of Transportation, 3930 Fairview Industrial Drive SE, Salem, Oregon, beginning at 9:00:00 a.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a Federal-Aid Project.

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CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage.

PROJECT INFORMATION

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

Klamath Falls Construction Office at KFallsConstruction@odot.state.or.us. All requests for information must be in writing with reference to the Project name.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Goal and Timetable for Female Utilization Statewide

| Timetable | Goal (Percent) |
|--|-----------------------|
| From Apr. 1, 1980 until further notice | 6.9 |

Goals for Minority Utilization by County

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

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

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

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

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

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**1. As used in these specifications:**

- a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;
- b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d.** "Minority" includes:
 - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p.** Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- 11.** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

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

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

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

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

Training

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

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

Written Notification

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

The Contractor shall provide immediate written notification to the Engineer when (1) the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women that the Contractor sent to the union, or (2) the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations. This is in addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts".

Monthly Report

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (Form 731-0668). The electronic form is available at:

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

Annual Report

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form FHWA-1391. This report shall be sent directly to the ODOT Office of Civil Rights.

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

Monitoring and Compliance

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

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

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

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

Show Cause Notice

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

sanctions. The Contractor or Subcontractor must then show good cause or must provide an acceptable agreement for corrective action within 30 Calendar Days.

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

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

Training

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EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

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

Aspirational Diversity Targets

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

| Area | Covered Areas | Aspirational |
|---------------|--------------------------|--------------------------|
| ODOT Region 1 | ODOT Region 2, 3, 4, & 5 | Women 14% - Minority 20% |
| | | Women 14% - Minority 14% |

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

Training

Oregon Department of Transportation
Policy Statement
Disadvantaged Business Enterprise (DBE) Program

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as amended in 2014 and effective as of November 3, 2014.

It is ODOT's policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, national origin, or disability in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:


1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, (3) Members of the DBE and non-DBE business communities that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights
 3930 Fairview Industrial Drive, MS-23
 Salem, OR 97302
<https://www.oregon.gov/odot/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

For questions or further information, please contact:
 Angela M. Crain, Manager
 Office of Civil Rights
 (T) 503-986-4353
 (F) 503-986-6382
Angela.M.Crain@odot.state.or.us


 Kristopher Strickler, Director
 Oregon Department of Transportation

6/4/2020

Date

Training

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

01.00 DBE Policy and Authorities:

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

(1) DBE Policy - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR 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 ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

(b) Authorities - These 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 ODOT'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).

(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 - State of Oregon 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 (also referred to as 'Agency')

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) - The definition is consistent with 49 CFR 26.55(c) and describes how ODOT counts DBE participation towards DBE goals:

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 been approved by ODOT in accordance with 49 CFR 26.53(f) and section 10.00 of the Disadvantaged Business Enterprise (DBE) Supplemental Required contract Provisions in exhibit C-5 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 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, which in Oregon is COBID, applies these regulations to make

certification decisions. 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 ODOT 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 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 shall act as superintendent and directly supervise the work or the DBE owner shall supervise the work of and employ a skilled and knowledgeable superintendent. 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.
- ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists. (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 - 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 ODOT 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 ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. There is an exception under 49 CFR 26.87(j)(3) if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, ODOT 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 on the "Assigned DBE Contract Goal" sheet at the end of these provisions.

04.00 Subcontracting Limitations:

(a) DBE Subcontractors - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a Committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The 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 that 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 Oregon Standard Specifications for Construction 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. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned DBE contract goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

If the Contractor determines that the committed DBE is unable or unwilling to perform under the subcontract, unable to perform a commercially useful function, or has changed its ownership and/or control, the Contractor shall make good faith efforts to replace with another

DBE. 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.

(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 and Office of Civil Rights (OCR) Field Coordinator 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.

ODOT may perform an on-site review to ascertain whether the DBE is actively performing, managing, and supervising the work. All DBEs 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, when 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 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.
- 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 ODOT's prior written consent, coordinated with the ODOT Office of Civil Rights. Without ODOT 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 and the ODOT Office of Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Civil Rights.

ODOT 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.
- 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 and the ODOT Office of Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Civil Rights.

(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 ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. 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 ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

11.00 Changes in Work Committed to 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 10 Calendar Days from receipt of each payment the Contractor receives from ODOT. If retainage is withheld the Contractor shall also return retainage payments to each subcontractor within 10 Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the 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 Oregon Standard Specifications for Construction, subsections 00150.00 and 00180.70.

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

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

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

14.00 Records and Reports - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. 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, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at ocrinforequest@odot.state.or.us.

Other requests may be directed to:

Oregon Department of Transportation
Office of Civil Rights MS 23
3930 Fairview Industrial Dr., S.E.
Salem, OR 97302
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

Training

ASSIGNED DBE CONTRACT GOAL

The minimum Assigned **DBE** Contract Goal for this Project is **5%**.

(Overall DBE program goal for ODOT is set at 15.37% for FHWA funded Contracts for federal fiscal years 2020, 2021 and 2022.)

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.

Training

REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

This Section for Reimbursable Federal On-the-Job Training and Apprenticeship Training supersedes subparagraph B(7-e) of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal Aid Contracts," and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

SECTION 1: ABBREVIATIONS AND DEFINITIONS

(a) Abbreviations

BOLI - Bureau of Labor and Industries for the State of Oregon

EEO - Equal Employment Opportunity

OCR - Office of Civil Rights

OJT - On-the-Job Training

(b) Definitions

Affirmative Action - Contractor's efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruiting, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

Apprenticeship Training Program - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

OJT Program - A specific on-the-job training program, approved by the Agency and FHWA, which provides a combination of field, and limited classroom, trade specific experience under the supervision of journey level workers. This is an Affirmative Action program that targets women and minorities.

Qualified Hours - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled trainee consistent with the Contractor's OJT Program or an apprentice consistent with the Apprenticeship Training Program. The Contractor reports these Qualified Hours to the Agency for the OJT and Apprenticeship Training Goal.

Race and Gender Neutral - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

Training Goal - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

SECTION 2: POLICY STATEMENT

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that trainees and apprentices have the opportunity to participate on highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Contractor shall adopt the following policy:

It shall be the policy of the Contractor to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or 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 on-the-job training.

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

SECTION 3: APPRENTICESHIP TRAINING PROGRAM

(a) General

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

(b) EEO Requirements

The Contractor shall ensure that, without discrimination, minorities and women have an equal employment opportunity to compete for and participate as apprentices while supporting a diverse workforce that is representative of the population.

Apprenticeship training is Race and Gender Neutral, however, the Contractor is still obligated to comply with all applicable EEO requirements.

(c) Reports

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer, according to the instructions provided in the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This Form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

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

SECTION 4: OJT PROGRAM

(a) EEO Requirements

The Contractor shall make every effort to enroll minority and women trainees by conducting systematic and direct, meaningful recruitment through public and private sources likely to yield minority and women trainees within a reasonable area of recruitment.

Whenever minorities or women are not placed in OJT positions, the Contractor shall provide documented evidence of Affirmative Action recruitment efforts. The Agency will review the documents of the Contractor's systematic and direct, meaningful recruitment efforts to determine whether the Contractor has complied with the criteria in "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA Form 1273), Section II Nondiscrimination.

When filling OJT positions Contractors are encouraged to hire previously approved trainees who have not yet completed their training.

(b) Training Requirements

The intent of these provisions is to provide real and meaningful training in the construction crafts. Off-Site training is permissible only when it is an integral part of an approved training program and does not comprise a significant part of the overall training. In addition:

- A Contractor, not registered as a training agent, may choose to adopt a standardized OJT Program. Standardized OJT Programs are published at the OCR website at: <https://www.oregon.gov/ODOT/Business/OCR/Pages/Workforce-Development.aspx>
- Some job classifications such as flagger, bookkeeper, clerk/typist or secretary are prohibited from OJT Programs.
- OJT Programs shall always maintain the approved ratio of trainees to journey level workers On-Site.

- OJT Programs shall always maintain the approved types and numbers of equipment On-Site.
- No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.
- Trainees shall be pre-approved by the Agency.

OJT Program trainees shall be paid the journey level rate specified in the contract for the type of work performed.

(c) Reports

The Contractor and each Subcontractor with an OJT Program shall complete and submit the following reports to the Engineer according to the instructions on their respective forms:

- The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to OCR. Upon completion of the Contract, a certification shall be given to each trainee and to the Agency to document the number of hours and training completed by the individual.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors (for contracts that require certified payrolls), regardless of their participation in the Apprenticeship or On-the-Job Training programs.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each trainee. This form is used to report Qualified Hours for trainees and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OCR website at:

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

SECTION 5: MONITORING AND COMPLIANCE

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

- The Contractor's training forecasts compared with the actual Qualified Hours achieved.
- Total Qualified Hours and payment reimbursement summary.
- For information purposes only, consolidated summary reports by OJT craft and apprenticeship crafts.

The Agency will track training activities provided by Contractor for the OJT trainees and apprentices.

SECTION 6: MEASUREMENT AND PAYMENT

(a) General

The quantity of Qualified Hours will be paid for at the Contract unit price of \$20 per hour for the item "Training."

No separate or additional payment will be made for failure to achieve the Training Goal. See (b) below for Disincentive.

No separate or additional payment will be made for Qualified Hours achieved in excess of 150% of the Training Goal. No Disincentive applies.

If the Contractor achieves from 100% to 150% of the Training Goal, the Agency will reimburse the Contractor for Qualified Hours.

After the Second Notification, the Agency will review the final reports required and make adjustments. Any additional reimbursements will be paid on the next Contract payment voucher.

Examples of achieving the Training Goal:

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 100% of the Qualified Hours (fulfilled the goal): therefore 1,000 hours x \$20.00/hr = \$20,000 reimbursed (during progress of the Contract).

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 150% of the Qualified Hours or 1,500 hours (exceeded the goal): therefore 1,500 hours x \$20.00/hr = \$30,000 reimbursed (during progress of the Contract).

Example C: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 1,525 Qualified Hours (exceeded even 150% of the goal): therefore 1,500 hours x \$20.00/hr = pay of \$30,000 reimbursed (during progress of the Contract).

(b) Disincentive

If, at the Second Notification, the Contractor has not achieved the Training Goal there will be no payment (disincentive) to the Contractor and no Qualified Hours as follows:

Regardless of all prior partial payments for the Pay Item "Training," a correction equal to 100% of the Pay Item goal times the Pay Item price will be subtracted from the final payment due the Contractor on the next Contract payment voucher.

Examples of *not* achieving the Training Goal:

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 500 Qualified Hours (failed to meet the goal): A disincentive applies; therefore $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$ of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours ($500 \times \$20 = \$10,000$) under the pay item on vouchers will remain and the net impact in this example will be the \$20,000 deduction offset by the \$10,000 qualified and paid hours for a net reduction of \$10,000.

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$ of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
 OR140: Brett Way Extension (K Falls) Project
 South Klamath Falls Highway
 Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|---|---|
|  <p>EXPIRES: 06/30/2022</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for permanent traffic safety and guidance devices and permanent traffic control and illumination systems. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00245, 00280, 00310, 00350, 00360, 00390, 00405, 00415, 00440, 00445, 00470, 00480, 00490, 00495, and 01030.</p> |
|---|---|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
 OR140: Brett Way Extension (K Falls) Project
 South Klamath Falls Highway
 Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|---|--|
|  <p>EXPIRES: 12/31/2020</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for concrete box culvert # 23951. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00510, 00530, 00540, 00595, 00842, 01050, 02001, and 02690.</p> |
|---|--|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training

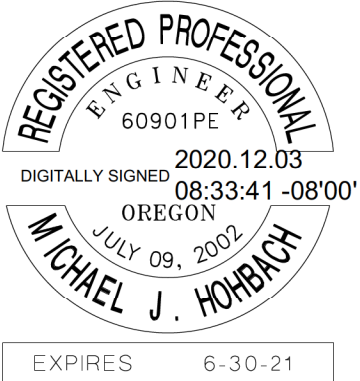
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
 OR140: Brett Way Extension (K Falls) Project
 South Klamath Falls Highway
 Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|---|---|
|  <p>REGISTERED PROFESSIONAL ENGINEER 60901PE 2020.12.03 DIGITALLY SIGNED 08:33:41 -08'00' OREGON JULY 09, 2002 MICHAEL J. HOBBACH EXPIRES 6-30-21</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for erosion control. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00280.</p> |
|---|---|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
 OR140: Brett Way Extension (K Falls) Project
 South Klamath Falls Highway
 Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|--|---|
|  <p>RENEWS: 12/31/2022</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, bases, wearing surfaces, and permanent traffic safety and guidance devices. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00221, 00222, 00223, 00224, 00225, 00226, 00228, 00230, 00237, 00294, 00295, 00305, 00310, 00320, 00330, 00331, 00350, 00620, 00641, 00730, 00738, 00745, 00749, 00755, 00759, 00810, 01040, 01050, 01070, and 02321.</p> |
|--|---|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
 OR140: Brett Way Extension (K Falls) Project
 South Klamath Falls Highway
 Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|--|--|
|  <p>RENEWS: 12/31/2021</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for permanent traffic safety and guidance devices and permanent traffic control and illumination systems. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00840, 00850, 00855, 00856, 00860, 00865, 00867, 00905, 00910, 00920, 00930, 00940, 00942, 00960, 00962, and 00970.</p> |
|--|--|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training

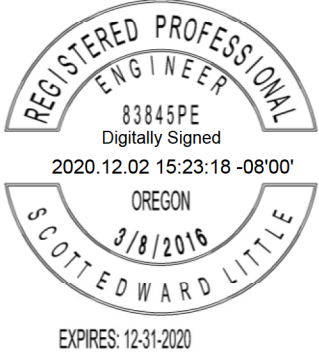
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Drainage, Structures, Paving, Signing, Illumination and Roadside Development
OR140: Brett Way Extension (K Falls) Project
South Klamath Falls Highway
Klamath County

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|---|---|
|  <p>REGISTERED PROFESSIONAL ENGINEER 83845PE Digitally Signed 2020.12.02 15:23:18 -08'00' OREGON 3/8/2016 SCOTT EDWARD LITTLE EXPIRES: 12-31-2020</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for drainage and sewers and water supply systems. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00406, 00440, 00495, 01140, 01150, 01160 02480, and 02485.</p> |
|---|---|

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Training

SPECIAL PROVISIONS**WORK TO BE DONE**

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

1. Install and remove temporary traffic control and erosion control measures.
2. Install and remove temporary water management facilities.
3. Install and remove temporary roadbed.
4. Perform earthwork.
5. Segregate and stockpile of agricultural soil for re-use on project site.
6. Segregate and stockpile of contaminated PFAS soil material for re-use on project site.
7. Install storm sewer and sanitary sewer systems.
8. Construct precast split reinforced concrete box culvert No. 23951.
9. Perform Cold Plane Pavement Removal.
10. Construct aggregate base.
11. Construct asphalt concrete base and wearing surface.
12. Construct reinforced concrete pavement.
13. Construct portland cement concrete walks, curbs, gutters, islands, driveways, and curb ramps.
14. Install guardrail.
15. Install permanent signing and pavement markings.
16. Installation of highway illumination systems.
16. Install potable water supply systems.
17. 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 is the 2021 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.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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
- BidExpress
www.bidx.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 Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Electronic Bidding Information Distribution System (eBids)
(Also referred to as ODOT eBids website)
ecm.odot.state.or.us/cf/EBIDS/
- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit Notice of Intent
www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx
- 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

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:

"Grading, Drainage, Structures, Paving, Signing and Roadside Development
OR140: Brett Way Extension (K Falls) Project
South Klamath Falls Highway
Klamath County
February 2021"

00120.70 Rejection of Nonresponsive Bids - Add the following bullet to the end of the bullet list:

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

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

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 the *Construction Surveying Manual for Contractors*, Chapter 1.5 (see Section 00305).

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 the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

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

00150.50(c) Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins " In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

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

- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)

Add the following subsection:

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

Table 00150-1

| Utility | Contact Person's Name, Address, Email, and Phone Number |
|-------------------------|--|
| Avista Utilities | Ron Grigsby, 2825 Dakota Ct Klamath Falls, OR 97603 ron.grigsby@avistacorp.com (541) 891-9911 |
| City of Klamath Falls | Mark Willrett 226 S 5 th St, Klamath Falls, OR 97601 willrett@klamathfalls.city (541) 883-5364 |
| Hunter Communications | Todd Tietjen 801 Enterprise Dr, Central Point, OR 97502 ttietjen@hunterfiber.com (541) 771-9282 |
| Klamath County | Michael Zarosinski 305 Main St, Klamath Falls, OR 97601 mzarosinski@klamathcounty.org (541) 883-4696 |
| Pacific Power | Ian Treadway 1950 Mallard Ln Klamath Falls, OR 97601 ian.treadway@pacificcorp.com (541) 883-7871 |
| TC Energy (TransCanada) | Paul Payne 1440 SE Lake Rd, Redmond, OR 97756 paul_payne@tcenergy.com (541) 419-3343 |

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.

TC Energy (TransCanada) - Gas Utilities -

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

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

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

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

- TransCanada GTN 1-800-447-8066

The Contractor shall notify, in writing, TC Energy, with a copy to the Engineer, at least 7 Calendar Days before beginning investigative potholing Work above the high pressure gas line according to 00445.50.

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

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

Table 00150-2

| Subsection | Utility | Contact Person's Name, Address, Email, and Phone Number | Estimated Completion Date |
|-------------------|------------------------|---|----------------------------------|
| 00150.50(g)(1) | CenturyLink | Juliana Van Sickle Cain 2980 Crosby Ave Klamath Falls, OR 97603 Juliana.Vansickle@centurylink.com (541) 331-4136 | Concurrent with Construction |
| 00150.50(g)(2) | Charter Communications | Russell Zakour 300 E. Main Street Klamath Falls, OR 97601 russell.zakour@charter.com (541) 850-1254 | Concurrent with Construction |

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.

(1) CenturyLink - "Telecommunication Utility":

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

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 28 Calendar Days before the Contractor is scheduled to begin performing earthwork on Brett Way between Sta. "B" 34+50 and Sta. "B" 57+07.28. After the Telecommunication Utility receives the notification, the Contractor shall then allow the Telecommunication Utility 14 Calendar Days to schedule and complete the relocation and adjustment work before the Contractor begins performing earthwork on Brett Way between Sta. "B" 34+50 and Sta. "B" 57+07.28.

(2) Charter Communications - "Telecommunication Utility":

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

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of embankment construction over Box Culvert No. 23951 and between Sta. "B" 32+00 to "B" 33+50. After the Contractor has completed this Work or 14 Calendar Days after the Telecommunication Utility receives the notification, whichever occurs later, the Contractor shall then allow the Telecommunication Utility 7 Calendar Days to schedule and complete the relocation and adjustment work.

SECTION 00160 - SOURCE OF MATERIALS

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

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>.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

00170.01(e) Railroads - An agreement between the Contractor and the Railroad to Work on and within Railroad property is required for this Project. A copy of the Railroad agreement and corresponding requirements is included near the front of this Special Provision booklet. The Railroad agreement and requirements are subject to change by the Railroad. The Railroad will provide the actual agreement and requirements for execution. The Contractor shall obtain all necessary permits and licenses and pay all fees (see 00170.02). The Contractor shall obtain a fully executed copy of the agreement and requirements between the Contractor and the Railroad and provide a copy of it to the Engineer before beginning Work on or within the Railroad property or Right-of-Way.

The Railroad contact person for this Project is:

Stephen Semenick
2454 Occidental Ave S, Suite 2D
Seattle, WA 98134
(206) 625-6152

The USDOT Number for this Project is 066882E for OR140, 066883L for Summers Lane, and 977697B for Brett Way.

When Railroad flagger services are required, the Agency will pay the flagger services costs up to a total of 85 days. If this value is exceeded and additional flagging services are needed, the Contractor shall pay the Agency an amount of \$1,800 per day for each day in excess of the total value identified above.

Add the following subsections:

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

Add the following subsection:

00170.40 Airport Safety Requirements - Due to the proximity of the project to the Crater Lake-Klamath Regional Airport, if the Contractor uses equipment that extends upward beyond 15 feet above existing ground level, the Contractor shall provide advance notification to the Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODA) as required by FAA and ODA. If marking or lighting is required by the FAA to be installed on any equipment, it shall be installed and maintained in accordance with "FAA Advisory Circular 70/7460-1M Change 2", or as required by the FAA. The Contractor shall include in its schedule adequate time to allow for coordination with the FAA and ODA which results in an approved order to advance project construction, and allow time to accommodate any FAA or ODA restrictions.

The Contractor shall provide the Agency copies of all notifications it provides to the FAA and ODA. The Contractor shall provide the Agency a copy of all responses from the FAA and or

ODA and provide the Agency and the Crater Lake-Klamath Regional Airport 72 hours advance notice prior to performing any Work that requires accommodations identified by the FAA and/or the ODA.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

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 | \$5,000,000 |
| Commercial Automobile Liability | \$1,000,000 | (aggregate limit not required) |
| Pollution Liability | \$1,000,000 | 2,000,000 |
| <ul style="list-style-type: none"> • With Asbestos Liability Endorsement or separate coverage | | |
| Commercial Automobile Liability with Pollution Coverage | \$2,000,000 | (aggregate limit not required) |

SECTION 00180 - PROSECUTION AND PROGRESS

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

Add the following subsection:

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

| Limitations | Subsection |
|--------------------------------------|----------------|
| Cooperation with Utilities | 00150.50 |
| Railways | 00170.01(e) |
| Contract Time | 00180.50(h) |
| Right-of-Way and Access Delays | 00180.65 |
| Closed Lanes | 00220.40(e)(1) |
| Limited Duration Road Closure | 00220.40(f) |
| Regulated Work Areas | 00290.34(a) |
| Maintenance Under Traffic | 00620.43 |
| Opening Sections to Traffic | 00745.51 |

When submitting the supplemental "look ahead" Project Work schedule, the Contractor shall show all Work that impacts the Klamath Irrigation District canals and channels.

Irrigators have legal rights to use irrigation water from the canals and channels of the Klamath Irrigation District in Klamath Falls, OR.

During the irrigation season of April 1 through October 31, the Contractor shall not restrict the flow of water or contaminate the water of the Klamath Irrigation District.

During the non-irrigation season of November 1 through March 31, Klamath Irrigation District system functions as a Klamath County Drainage Service District drainage facility. The Contractor shall treat the facility like any other existing storm water facility, when not in irrigation use.

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

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

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

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

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

Add the following subsection:

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

- (1) The Contractor shall complete all Work to be done under the Contract, except for seeding, not later than September 30, 2022.
- (2) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment, not later than November 29, 2022.

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

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

- File No. 14, Parcel 3, "T" Sta 60+54.92 to "T" Sta 66+81.03, not later than April 30, 2021.

00180.85(b)(2) Multiple Contract Times - Add the following paragraph and bullet list to the end of this subsection:

The Agency determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) are as follows:

OR140: Brett Way Extension (K Falls) Project

- For Contract Time 00180.50(h)(1) the Agency determined percentage of Work is 99% percent.
- For Contract Time 00180.50(h)(2) the Agency determined percentage of Work is 100 percent.

Add the following subsection:

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

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

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

Add the following subsection:

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

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

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins " If the scales require manual entry of gross weight ..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 - PAYMENT

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

00195.10 Payment For Changes in Materials Costs - Replace this subsection with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64-22 asphalt cement furnished by Poten & Partners, Inc. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the average prices for the Boise, Idaho area. If no portion of the Project Site is within the boundaries of ODOT Maintenance District 13 or 14, the Contractor may elect to have the MACMP based on the average prices of either the Portland, Oregon area or the Boise, Idaho area. If electing to use Boise, Idaho average prices for determination of the MACMP, the Contractor shall notify the Engineer in writing of the Contractor's election before or within 7 Calendar Days after the date of the preconstruction conference. This election, once acknowledged by the Engineer, will be binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the

sole area to be used as the basis for all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

PG 64-28 Asphalt in 1/2 Inch ACP
 PG 70-28ER Asphalt in 1/2 Inch ACP
 Emulsified Asphalt for Tack Coat

Add the following subsection:

00195.11 Fuel Cost Price Escalation/De-escalation - A fuel escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Fuel Price (MFP) - A Monthly Fuel Price (MFP) will be established by the Agency each month. For the actual MFP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The MFP for a given month will be the average weekly price obtained from the OPIS weekly listing dated the first Monday of that month for No. 2 diesel fuel for Portland, Oregon. Prices are based solely on rack and resellers' prices exclusive of freight, taxes, and special discounts. If the average weekly price is not posted by OPIS or is otherwise not available to the Agency for the first Monday of any month for any reason, the Agency may use the average weekly price posted by OPIS immediately before or after the first Monday of that month. If the average weekly prices cease to be available from OPIS for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MFP each month. The Agency does not guarantee that fuel will be available at the MFP.

(b) Base Fuel Price (Base) - The base fuel price for this Project is the MFP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) Monthly Fuel Adjustment Factor - A monthly fuel adjustment factor will be determined each month as follows:

- If the MFP is within $\pm 25\%$ of the Base, there will be no adjustment.
- If the MFP is more than 125% of the Base, then:

$$\text{Adjustment Factor} = (\text{MFP}) - (1.25 \times \text{Base})$$

- If the MFP is less than 75% of the Base, then:

$$\text{Adjustment Factor} = (\text{MFP}) - (0.75 \times \text{Base})$$

(d) Fuel Price Adjustment - A fuel price adjustment for fluctuations in the cost of fuel will apply only to the major fuel usage Pay Items shown in the following list and at the respective fuel factors listed:

| Item | Fuel Factor |
|--|----------------|
| General Excavation | 0.29 Gal/Cu Yd |
| Plant Mix Aggregate Base | 0.69 Gal/Ton |
| Level 3, 1/2 Inch Lime Treated ACP | 2.93 Gal/Ton |
| Level 4, 1/2 Inch Lime Treated ACP | 2.93 Gal/Ton |
| Level 3, 1/2 Inch Lime Treated ACP In Leveling | 2.93 Gal/Ton |

The Contractor is cautioned to consider that its operations may require more or less fuel.

A price adjustment (\pm) to the Contractor for fuel cost changes will be made monthly if the Monthly Fuel Price differs 25% or more from the Base Fuel Price. This adjustment will be the product of the Monthly Fuel Adjustment Factor and the estimated Monthly Fuel Used. The Monthly Fuel Used will be determined by multiplying the quantities of Work accomplished during the month for subject Pay Items, by the appropriate Fuel Factors.

Fuel cost adjustments will continue to be made as specified and will not be revised for any reason, including the Contractor's election to use an alternative fuel (natural gas, wood pellets, propane, or other).

Training

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

If the Contractor elects not to participate in the steel escalation/de-escalation program for this Project, no response from the Contractor is required.

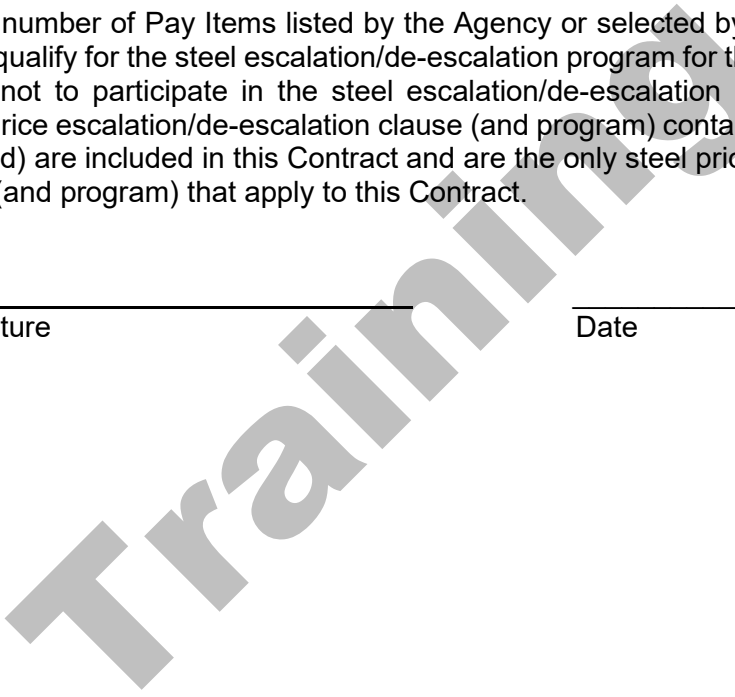
The Contractor may elect to participate in the steel escalation/de-escalation program for this Project under 00195.12 through 00195.12(d) by marking each check box for each Pay Item in the list below the Contractor is selecting for participation in the program. The completed list must be submitted in writing, signed and dated by the Contractor, to the Project Manager before or within 7 Calendar Days after the date of the preconstruction conference.

| PARTICIPATE | PAY ITEM DESCRIPTION | COST BASIS (CB) |
|--------------------------|-------------------------|-----------------|
| <input type="checkbox"/> | Lighting Poles and Arms | 35% |

Regardless of the number of Pay Items listed by the Agency or selected by the Contractor, or if no Pay Items qualify for the steel escalation/de-escalation program for this Project or the Contractor elects not to participate in the steel escalation/de-escalation program for this Project, the steel price escalation/de-escalation clause (and program) contained in 00195.12 through 00195.12(d) are included in this Contract and are the only steel price escalation/de-escalation clause (and program) that apply to this Contract.

Contractor's Signature

Date



SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

Training

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00222.40. Keep the signs in place for 30 Calendar Days after completing the modifications.
- 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. Modify the "Typical Abrupt Edge Delineation" configuration by replacing the tubular markers with temporary plastic drums on 40 foot maximum spacing along the abrupt edge.
- 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 flagging operations may extend traffic queues onto the railroad crossing, protect traffic at the intersection of OR140 (South Klamath Falls Highway) and Summers Lane by providing an additional flagger. Position additional flagger signs according to the "Advance Flagger for Extended Traffic Queues" configuration shown on the Standard Drawings. Do not allow traffic to stop on the railroad crossing.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

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

OR140: Brett Way Extension (K Falls) Project

One Traffic Lane, including medians and turn lanes, may be closed on the South Klamath Falls Highway (OR140) when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Nightly, between 7:00 p.m. and 7:00 a.m.

One Traffic Lane may be closed on all other adjacent Roadways within the Project Site not listed above, when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Thursday, between 9:00 a.m. and 4:00 p.m.
- Friday, between 9:00 a.m. and 3:00 p.m.
- Nightly, Sunday night through Friday morning, between 6:00 p.m. and 7:00 a.m.

Add the following subsection:

00220.40(f) Limited Duration Road Closure - The Contractor will be permitted to close all Traffic Lanes on Homedale Road between Station "H" 72+10 and Station "H" 76+96 once during Stage II Phase 1 for a maximum duration of 120 consecutive Calendar Days.

The Contractor will be permitted to close all Traffic Lanes on Homedale Road between Station "H" 76+55 and Station "H" 79+22 between the hours of 9:00 p.m. and 6:00 a.m. during Stage II Phase 4 for a maximum period of 45 consecutive Calendar Days. The closures will not be allowed to occur concurrently with the Traffic Lane closures for Stage II Phase 1.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- At least ten Calendar Days before closing a pedestrian pathway, 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 ten 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.
- 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 a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install a "PROJECT IDENTIFICATION" (CG20-8) sign with an "ODOT" logo rider on the South Klamath Falls Highway. Place the sign according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. The Engineer will determine the sign legend.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the South Klamath Falls Highway, 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 concrete 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.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately at Sta. "L1" 321+00.00, facing eastbound incoming traffic.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately at Sta. "L1" 338+00.00, facing westbound incoming traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after installing the roundabout.
- For paving operations on non-freeways, place "ABRUPT EDGE" (CW21-9) and "ROAD WORK XX MPH" (CW20-1a) signs as shown. Use an "XX" value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the "ABRUPT EDGE" signs.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins “Prepares and signs a daily “Traffic Control Inspection Report”...” with the following bullet:

- Prepares and signs a “Traffic Control Inspection Report” (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

00225.45 Pavement Marking Removal - Add the following bullet and sub-bullets to the end of the bullet list:

- Utilize bead blasting equipment to remove pavement markings on the following roads:
 - Homedale Road
 - Summers Lane
 - Airway Drive

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications modified as follows:

00226.80(b)(2) Temporary Barrier - Add the following to the end of this subsection:

The estimated quantity of temporary barrier is:

| Stage/Phase | Location | Temporary Barrier | Minimum Deflection, Temporary Barrier |
|------------------|-----------------------------------|-------------------|---------------------------------------|
| Stage II/Phase 1 | Right Side of OR140 at roundabout | N/A | 1,271 Foot |

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

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

00228.00 Scope - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, operating, maintaining, inspecting, and removing temporary devices for accommodating pedestrians and bicyclists through a work zone.

00228.80(a) Length Basis - Replace this subsection, except subsection number and title, with the following:

Pedestrian channelizing devices and bicycle channelizing devices will be measured on the length basis upon delivery to the Project. The quantities will be limited to those in the approved TCP.

SECTION 00230 – TEMPORARY ROADBED AND SURFACING

Section 00230, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00230.00 Scope - This Work consists of constructing, maintaining, and removing temporary Roadbeds and Surfacing, as shown or directed.

Materials

00230.10 Materials - Furnish Materials meeting the following requirements:

Aggregate Base 00640.10

00230.11 Earthwork - Furnish Materials required to construct the Roadbed according to Section 00330 and as shown.

Construction

00230.40 Earthwork - Construct temporary embankments and excavation outside the permanent Roadbed according to the applicable parts of Section 00330, except density testing to verify compaction will not be required. Compact the embankment material according to 00330.43(c). Ensure that Earthwork that remains in place as permanent Roadbed meets all requirements of Section 00330.

00230.43 Aggregate Base - Place and compact Aggregate Base according to the applicable parts of Section 00640.

Maintenance

00230.60 Surface Maintenance - Maintain temporary surfaces according to 00220.60.

Finishing and Cleaning Up

00230.70 General - When temporary surfaces are no longer needed, do the following:

- Remove all related materials.
- Restore the area on which the temporary Surfacing and associated Roadbed occupied to the original ground contours, or as directed.
- Apply permanent seeding to the area occupied by the temporary Surfacing and associated Roadbed, if required, according to Section 01030.
- Dispose of excess materials according to 00330.41(a)(4).

Measurement

00230.80 Measurement - No measurement of quantities will be made for Work performed under this Section. It is estimated that the following approximate quantities of Materials will be required:

| Material | Amount |
|--|---------------|
| Construct Temporary Roadbed and Surfacing: | |
| Embankment..... | 100 cu. yd. |
| Excavation | 200 cu. yd. |
| Aggregate Base | 355 ton |
| Remove Temporary Roadbed and Surfacing: | |
| Embankment..... | 200 cu.yd. |
| Excavation | 100 cu.yd. |

Quantities include only those quantities placed or removed outside the permanent Roadbed Neat Line.

Permanent seeding will be measured according to 01030.80.

Payment

00230.90 Payment - The accepted quantities of Work performed under this Section, except for permanent seeding Work, will be paid for at the Contract lump sum amount for the item "Construct and Remove Temporary Roadbed and Surfacing".

Payment will be payment in full for constructing, maintaining, and removing Roadbeds and Surfacing, and for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Permanent seeding will be paid for according to 01030.90.

SECTION 00237 - AGENCY-PROVIDED STAGING AREAS

Section 00237, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00237.00 Scope - This Work consists of utilizing Agency provided prospective or mandatory staging areas as the Contractor elects or as required for the construction of the Contract.

Locate staging area(s) in previously improved area(s) that have been paved or compacted and graveled, unless otherwise shown or approved.

00237.01 Prospective Staging Areas - The following prospective staging area(s) have been cleared for use. If the Contractor elects not to utilize the listed prospective staging area(s) or elects to use other or additional staging areas, 00290.10 applies.

(a) Prospective Staging Area, City Owned Tax Lots 02200 & 02300:

- **Location** – OR 140 MP 4.63 at southeast corner of intersection
- **Access** – Driveways on Homedale Road
- **Available Area** – 1 acre

(b) Prospective Staging Area, Airport Owned Tax Lot 500:

- **Location** – South of Brett Way Extension, east of BNSF railroad right-of-way
- **Access** – Proposed Brett Way extension
- **Available Area** – 5 acres

Measurement

00237.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00237.90 Payment - No separate or additional payment will be made for Work performed under this Section.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00245.00 Scope - This Work consists of furnishing, installing, operating, maintaining, and removing temporary water management facilities in regulated Work areas.

00245.01 Abbreviations:

TWM - Temporary Water Management
TWMF - Temporary Water Management Facility
TWMP - Temporary Water Management Plan

00245.02 Definitions:

Temporary Water Management Facility - A TWMP that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

00245.03 Temporary Water Management Plan - The Agency TWMP is a concept plan. 28 Calendar Days before beginning work in regulated Work areas, submit stamped Working Drawings of a Contractor-developed TWMP, according to 00150.35, based on either the Agency's concept plan or an independent plan that meets water quality and environmental guideline requirements and does not negatively affect neighboring properties or water rights.

Include the following minimum information in the TWMP:

- The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Engineer prior to dewatering and re-watering.
- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the isolated Work area.
- How fish passage is provided around the Work area, if required.
- How the isolated Work area is de-watered.
- How the pumped water is treated, if necessary, before it is discharged downstream.
- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.
- Calculations of water withdraw pump's capacity.

- Details of the proposed water intake screen used to isolate in-water Work area and how it meets the requirements of 00290.34(c)(3).

Any change to the TWMP during construction requires approval prior to implementation.

Obtain the Engineer's written approval before beginning Work in in-water Work areas.

00245.04 Pre-Work Meeting - Before beginning any TWM Work, attend a pre-work meeting at the Project Site with the Engineer no more than 8 Calendar Days prior to implementation of TWM. Required meeting attendees include:

- Engineer
- Contractor
- TWM Subcontractor (if applicable)
- Agency Environmental Coordinator or their appointed representative

The pre-Work meeting agenda typically includes the method of TWM, the TWMP, fish salvage plan and strategy, describe environmental risks, turbidity monitoring, energy dissipation, dewatering and re-watering plan and strategy, site clean-up expectations, and the circumstances under which contacting the Engineer is required.

Materials

00245.10 Materials - Furnish Materials meeting the following requirements:

| | |
|-----------------------------|-------------|
| Pipe | 00445.11 |
| Plastic Sheeting | 00280.14(a) |
| Riprap | 00390.11 |
| Sandbags | 00280.15(a) |
| Water Intake Screening..... | 00290.34(c) |

Furnish pumps that are:

- Self-priming.
- Equipped with a variable speed governor.
- Equipped with a power source.
- Able to pump water that contains soft and hard solid.

Construction

00245.41 Installation - During installation of the temporary water management facility, maintain a downstream water flow rate of at least 50 percent of the upstream water flow rate.

00245.42 Operation - Operate temporary water management as follows:

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- Maintain and control water flow downstream of the isolated Work area for the duration of the diversion to prevent downstream de-watering.
- Clean, maintain and repair water intake screening to ensure adequate flows and protection of aquatic organisms.
- When using a pump for bypassing water during temporary water management, physically monitor the pump in-person and maintain the pump at all times including non-work hours. Provide a back-up pump on-site and ready for use as necessary. Provide the Engineer with a daily report documenting monitoring activities.

Maintenance

00245.60 Maintenance - Turbidity monitoring will not be required.

Finishing and Cleaning Up

00245.70 Removal - Prior to removal of the TWMF, obtain approval from the Engineer after completion of all Work within ordinary high water limits. Remove the TWMF and re-water and restore the stream flow. Maintain downstream water flow during removal of the facility. Staged or metered re-watering may be required and will be determined by the Engineer.

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water management facilities.

The estimated quantities of Materials required for the temporary water management facility are:

Temporary Water Management Facility at Station "B" 32+66 :

| | |
|------------------------|-----------------|
| Pipe | 100 Feet |
| Plastic Sheeting | 300 Square Yard |
| Riprap | 2 Cubic Yard |
| Sandbags..... | 8700 Each |

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be paid for at the Contract lump sum amount for the item "Temporary Water Management Facility at Station _____".

The location of the facility will be inserted in the blank.

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.

No separate or additional payment will be made for TWMP, maintaining, operating, monitoring, moving, or removing the facility.

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.

00280.15(a) Check Dams - Delete the bullet beginning with "Type 1: Aggregate -" and replace with the following bullet:

- **Type 1: Aggregate** – Dense-graded 1” – 0” aggregate meeting the requirements of 00641.10(a).

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

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

| Item | Quantity |
|-------------------------------|-----------|
| Straw Bale | 25 Each |
| Matting, Type E..... | 100 Sq Yd |
| Sediment Fence..... | 400 Foot |
| Sediment Barrier, Type 3..... | 400 Foot |

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280

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- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area in the 1-C Canal is the area at or below 4082.00 feet in elevation and between stations "B" 27+17.08 and "B" 32+92.25.

The regulated work area in Wetland 1 is the area at or below 4087.50 feet in elevation and between stations "A" 102+17.74 and "A" 101+40.0.

The regulated work area in Wetland 2 is the area at or below 4099.00 feet in elevation and between stations "L1" 327+38.13 and "L1" 328+50.17.

The total volume of material filled or discharged into waters of the State and waters of the U.S. shall not exceed 807 cubic yards.

The total volume of material excavated from the waters of the State and waters of the U.S. shall not exceed 228 cubic yards.

Submit a schedule to complete all work within the regulated work area within the in-water work period at least 10 days prior to the preconstruction conference.

00290.34(b) Prohibited Operations - Add the following to the end of this subsection:

- Allow entry within the regulated work area or between stations "B" 27+17.08 and "B" 32+92.25, "A" 102+17.74 and "A" 101+40.0, and "L1" 327+38.13 and "L1" 328+50.17 .

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:**(1) General Requirements:**

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

(2) Work Area Isolation - Provide work isolation according to Section 00245.

(3) Drilling, Boring, or Jacking - If drilling, boring, or jacking is used, the following conditions apply:

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the State or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill without a containment method to keep drilling fluids and slurry isolated.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.

- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Engineer to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
 - Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
 - When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

(14) Temporary Power, Communication and Water Lines - Before installing temporary power, communication, or water lines across streams or bodies of water, submit a proposed plan to the Engineer for approval. Do not begin installation before receiving approval from the Engineer. Proposed plans for installation of temporary power, communication, and water lines and stream crossings shall utilize the following design methods in the listed order of priority:

1. Aerial lines, including lines hung from existing bridges.
2. Directional drilling, boring and jacking that spans the channel migration zone and any associated wetland.
3. Trenching, which is restricted to intermittent streams and may only be used when the stream is naturally dry. For all sections of trenches below the ordinary high water line, backfill with native material and cap with clean gravel suitable for fish use in the project area.

Align each crossing as perpendicular to the watercourse as possible. For drilled, bored, or jacked crossings, ensure that the line is below the total scour prism. Return any large wood displaced by trenching or plowing as nearly as possible to its original position, or otherwise arranged to restore habitat functions.

(15) Injured Fish Notification - If a dead or injured fish is found in the project area, immediately notify the Agency. If the injured fish is in a location where further injury or stress may take place, attempt to move the fish to a safer location, if one is available, near the capture site while keeping the fish in the water and reducing its stress as much as possible. Do not disturb the fish after it has been moved. If the fish is dead or dies while being captured or moved, save the fish and any tags. The Agency will notify appropriate regulatory agencies about the injured or dead fish and provide additional direction to the Contractor.

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

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each 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.

(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 Waters of the U.S. or State - Add the following to the end of this subsection:

Permits have been obtained for this project from the US Army Corps of Engineers (Corps). Keep a copy of Corps permit at the project site during construction. Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable as indicated in Table 00290-2:

Table 00290-2

| Impact Waters of the US or State | Removal Volume (cu yds.) | Fill Volume (Cu yds) | Station | Duration of Impact (Temporary or Permanent) | Area of impact (Acres) |
|----------------------------------|--------------------------|----------------------|------------------------------|---|-------------------------------|
| No. 1-C Drain | 228 | 807 | "1-CR" 32+43 to "1-CR" 25+01 | Permanent | 0.14 (removal) 0.24 (fill) |

00290.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

SECTION 00294 - CONTAMINATED MEDIA

Section 00294, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00294.00 Scope - In addition to the requirements of Section 00290 and the Specifications, this Work consists of the following:

- Excavate, segregate, stockpile, transport, and dispose of contaminated Soils from the following locations:

Contaminated Soil Location Table 00294-1

| Location/Station | Depth below grade (feet) | Approximate Quantity (cy) | Known Contaminants |
|--|--|---------------------------|--|
| Trenching, grading and excavation limits from Station "B" 13+45 to 17+90 | Ground surface to maximum depth excavated, 4.8 feet | 675 | PFAS Contaminated Soil with Perfluorohexanoic acid, Perfluorohexanesulfonic acid, Perfluorooctanoic acid, and Perfluorooctanesulfonic acid |
| Infiltration ditch from Station "S" 38+80.63 to "S" 40+55.63 | Ground surface to elevation 4084.50 | 586 | PFAS Contaminated Soil with Perfluorohexanoic acid, Perfluorohexanesulfonic acid, Perfluorooctanoic acid, and Perfluorooctanesulfonic acid |
| Grading and excavation limits from Station "A" 100+00 to 101+35 | Ground surface to maximum depth excavated, 2 feet | 155 | PFAS Contaminated Soil with Perfluorohexanoic acid, Perfluorohexanesulfonic acid, Perfluorooctanoic acid, and Perfluorooctanesulfonic acid |
| Grading and excavation limits from Station "B" 17+90 to 56+90 | Ground surface to maximum depth excavated, 13.5 feet | 26,289 | Agricultural Soil with selenium |
| Grading and excavation within agricultural field at SW corner of OR140 and Homedale Road from Station "L1" 322+80 to 329+00 and Station "H" 72+10 to 76+00 | Ground surface to maximum depth excavated, 1 foot | 894 | Agricultural Soil with selenium |
| Grading and excavation within property at SE corner of OR140 and Homedale Road where petroleum staining or odors are evident from Station "L1" 331+10 to 331+70 and Station "H" 75+70 to 76+00 | Ground surface to depth of petroleum staining or odors, 1.0 feet | 35 | Contaminated Soil with petroleum hydrocarbons |
| Approximate Total Quantity | | 28,634 cy | |

| | |
|--|-----------|
| Quantity to be reused on Project | 28,634 cy |
| Quantity to be disposed at landfill | 0 tons |

- In areas where excavation is not required, leave contaminated material and clearing and grubbing material in place.
- Prepare a Health and Safety Plan (HASP) for work within the contaminated areas of the Project.

The Northwest Geotech, Inc., Technical Memorandum of October 2, 2019, Northwest Geotech, Inc., Level 2 Preliminary Site Investigation report of February 12, 2020, the Northwest Geotech, Inc., Shoulder Material Investigation report of February 12, 2020, and the ODOT, Soil Sampling for Per- and Polyfluoralkyl Substances to Support Infiltration Ditch Design Technical Memorandum of January 25, 2021 documenting the contaminated media identified within the Project, are available from the Engineer.

00294.01 Definitions:

Contaminated Soil - Soil that does not meet the DEQ definition of "Clean Fill", as defined by OAR 340-093-0030(18). This contaminated Soil is a regulated waste, subject to OAR 340-093-0005 through OAR 340-093-0290. Grubbing material within contaminated soil areas has been determined to be contaminated and will be considered and treated as contaminated Soil for the purposes of this Section.

Agricultural Soil - Soil that does not meet the DEQ definition of "Clean Fill", as defined by OAR 340-093-0030(18). This Agricultural Soil is a regulated waste, subject to OAR 340-093-0005 through OAR 340-093-0290. Grubbing material within Agricultural Soil areas has been determined to be contaminated and will be considered and treated as Agricultural Soil for the purposes of this Section.

Shoulder Soil - Soil outside of the existing Highway Pavement and within Highway Right-of-Way generated during Highway maintenance or construction activities. This definition applies to excess Soil generated to a maximum depth of 1.5 feet below ground surface.

00294.02 Testing of Contaminated Soil and Groundwater - When additional testing of contaminated Soil, Agricultural Soil, or groundwater is required to characterize the material for reuse, recycle, or disposal, conduct the tests according to 00290.20(c).

Use analytical methods meeting DEQ's Clean Fill Guidance Screening Levels for each analyte. Contaminated Soil, Agricultural Soil, and groundwater sampling must be conducted by an Oregon Registered Geologist or Professional Engineer who has experience characterizing contaminated media.

00294.03 Submittals - Submit the following documents:

- A site specific HASP, approved and signed by a Certified Industrial Hygienist (CIH), at least 10 Calendar Days before the pre-construction conference.
- The name and qualifications of the CIH.
- Modifications to the HASP that are requested by the Engineer or the CIH within 7 Calendar Days of the request.

- Current employee training certificates and medical surveillance information before beginning Work within the contaminated areas.

Submit the following documents within 48 hours of removal of contaminated media:

- Permits, permit applications, and documentation of compliance.
- All reuse, recycled, and disposal receipts.
- Final quantities of Soil reused, recycled, and disposed and their final location.
- All analytical test results.

00294.05 Health and Safety Plan - Prepare a site specific HASP that meets or exceeds the requirements of 29 CFR 1910.120 and include a personnel and equipment decontamination plan that details how decontamination media will be contained and disposed.

Maintain a copy of the HASP on site at all times and readily available to employees and inspectors during construction activities. If additional information becomes available regarding the site specific conditions, revise the HASP and submit the revised version to the Engineer. Review or acknowledgment of the HASP by the Engineer is not an indication or representation that the HASP is fully compliant with State or federal requirements. Compliance is the responsibility of the Contractor. Review by the Engineer will not impose liability upon the Agency or relieve the Contractor of any responsibilities under the Contract.

Do not begin Work in contaminated areas until the Engineer provides written acknowledgement of the HASP.

All personnel entering contaminated areas shall follow the requirements of the HASP.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- Hazardous Waste Operations and Emergency Response (HAZWOPER) trained workers (29 CFR 1910.120) that:
 - Have completed a 40 hour HAZWOPER training course.
 - Have completed an 8 hour HAZWOPER refresher training course within the last 12 months.
 - Participates in the HAZWOPER Medical Surveillance Program.
- A Supervisor that:
 - Has at least 2 years of experience cleaning up and managing contaminated Soil or groundwater in Oregon.
 - Meets the HAZWOPER training requirements plus completed an 8 hour HAZWOPER supervisor training course.
- A Certified Industrial Hygienist (CIH) that:
 - Has at least 3 years' experience in hazardous waste site work.

- Meets the HAZWOPER training requirements.

Construction

00294.40 Contaminated Soil Excavation - Excavate and handle contaminated Soil from Project excavations according to the following:

- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Allow the Agency to collect Soil samples during excavation activities.
- Load contaminated Soil directly into trucks and transport directly to the on-site embankment location as shown or, when approved by the Engineer, temporarily store contaminated Soil on-site in covered water tight containers or place contaminated Soil on minimum 6 mil thick polyethylene sheeting that has an impermeable berm around the edge. Cover the contaminated Soil with minimum 6 mil thick polyethylene sheeting. Do not allow rainwater to enter the excavated contaminated Soil. Label all stored material with the type of material, the contaminants, and the dates of accumulation.
- Remove contaminated media from the exterior of all vehicles before they leave the Project Site
- Cover trucks transporting contaminated materials to prevent spillage during transit to the disposal facility according to OAR 340-093-0220.
- Where over excavation is required, backfill the excavation according to 00330.42.

00294.41 Contaminated Soil and Agricultural Soil Management - Reuse, contaminated Soil and Agricultural Soil according to the following:

(a) Reuse On-Site:

- Temporarily stockpile the Agricultural Soil from the locations detailed in the Contaminated Soil and Agricultural Soil Location Table.
- Reuse the Agricultural Soil on the Project between Station "H" 63+63 and Station "H" 76+40 and between Station "L1" 322+40 and Station "L1" 329+10. Place the Agricultural Soil in the soil berm as shown along OR140 and Homedale Road. Construct the soil berm according to 00330.42 and 00330.43(a). Compaction testing is not required.
- Place the PFAS contaminated Soil on the Project in a geomembrane-lined stockpile located at approximately Station "B" 14+48.21, 151.54' left, as shown. Place agricultural soil over the stockpile as shown. Construct the stockpile and cover material according to 00330.42 and 00330.43(a). Compaction testing is not required.
- Reuse the petroleum hydrocarbons contaminated Soil on the Project between Station "B" 17+90 and Station "B" 45+90. Place the contaminated Soil under the ACP roadway prism, or with a minimum of 3 feet of cover in areas outside of the ACP roadway prism.

Measurement

00294.80 Measurement - Work performed under this Section will be measured according to the following:

No measurement of quantities will be made for the following:

- HASP
- Segregate and stockpile contaminated Soil
- Segregate and stockpile Agricultural Soil

Clearing and grubbing will be measured according to 00320.80.

Geomembrane will be measured according to 00350.80.

Payment

00294.90 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 items:

| Pay Item | Unit of Measurement |
|---|----------------------------|
| (a) Health and Safety Plan | Lump Sum |
| (c) Segregate and Stockpile Contaminated Soil..... | Lump Sum |
| (h) Segregate and Stockpile Agricultural Soil | Lump Sum |

Item (c) includes segregating, handling, and stockpiling contaminated Soil within the Project Site for the purpose of on-site reuse.

Item (h) includes segregating, handling, and stockpiling Agricultural Soil within the Project Site for the purpose of on-site reuse.

No separate or additional payment will be made for excavation of contaminated Soil. Payment will be included in payment made for the appropriate items under which excavation of contaminated Soils is required.

Clearing and grubbing will be paid for according to 00320.90.

Geomembrane will be paid for according to 00350.90.

Payment will be payment in full for removing and disposing of all Materials, and for furnishing all Equipment, labor, Plans, test results, and Incidentals necessary to complete the Work as specified.

SECTION 00295 - ASBESTOS MATERIALS

Section 00295, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00295.00 Scope - In addition to the requirements of Section 00290, remove asbestos according to the following Specifications.

Remove asbestos from the following locations in Table 00295-1:

Table 00295-1

| Location/Address | Material Description | Quantity (ft. or sq.ft.) | Percent Asbestos | Friable or Non-Friable |
|---|------------------------|--------------------------|------------------|------------------------|
| Sta. "H" 77+96.07 23.8' Rt. to Sta. "H" 78+35.30, 23.0' Rt. | Asbestos Concrete Pipe | 37 feet | Unknown | Assumed Non-Friable |

00295.03 Submittals - The following forms and reports are required:

- Completed and signed DEQ Notice for Removal of Non-Friable Asbestos to Agency and DEQ at least 5 Calendar Days before beginning non-friable asbestos removal.
- Completed and signed DEQ Waste Shipment Report Form according to the following:
 - Send the form along with the asbestos waste to the disposal facility.
 - Provide a copy of the form to the Engineer within 48 hours of transportation of the asbestos waste.
 - Obtain the final signed form from the disposal facility along with the disposal receipts and submit them to the Engineer within 3 Calendar Days after receiving them from the waste disposal facility.

Labor

00295.30 Personnel Qualifications - Provide employees meeting the following requirements:

- A current Oregon DEQ Certified Supervisor meeting the requirements of OAR 340-248-0130.

Ensure the DEQ Certified Supervisor is on site and overseeing work whenever asbestos containing materials are disturbed or removed.

When a DEQ Certified Supervisor is required, ensure the supervisor is on site and overseeing the work whenever asbestos materials are disturbed or removed.

Construction

00295.40 Asbestos Removal - Comply with 29 CFR 1910, 29 CFR 1926.1101, 40 CFR 61, 40 CFR 763, OAR 340-248, ORS 468A and the following:

- Before beginning asbestos removal work, sign and submit all notifications and pay all fees to DEQ. Provide copies to the Engineer.

- Complete and sign all manifests and bill-of-lading forms for transporting and disposing the ACM.
- Maintain the ACM in an undamaged and non-friable condition by keeping the material wet during demolition or by using methods approved by DEQ.
- Keep material sealed during transport to the disposal facility. Transport and dispose of all ACM according to OAR 340-248-280 and OAR 340-248-290.
- Do not crush asbestos containing pipe and do not cut or break each pipe section into more than 3 pieces.
- Handle asbestos containing pipe according to the DEQ Publications *Asbestos Advisory for those who work with AC Water Pipe* and *How to Remove Asbestos (AC) Water Pipe – A Guide for Meeting DEQ Rules*.

Measurement

00295.80 Measurement - The quantities of removing asbestos containing materials will be measured on either the length basis or the area basis.

Payment

00295.90 Payment - The accepted quantities of removing asbestos containing Materials will be paid for at the Contract unit price per foot or square foot, as appropriate, for the item "Remove Asbestos Material, _____".

The type of Material will be inserted in the blank.

Payment will be payment in full for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

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

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, establish Engineering Stationing at 100 foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

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 except for Extra for Selected Topsoil Material and Settlement Plates on the excavation basis.

00330.14 Selected Granular Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”

00330.15 Selected Stone Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”

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

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

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

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

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

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

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

Add the following subsections:

00330.42(c)(9) Instrumentation:

(a) Settlement Plates - Furnish settlement plates as shown. Make settlement plates highly visible to construction personnel so plates are not disturbed while monitoring is in progress. Use only hand operated compaction equipment within a two foot radius of settlement plate.

(b) Damage - The Contractor shall be responsible for any instruments damaged by their activities. All incidents of instrument damage shall be immediately reported to the Engineer. Maintain a vertical and undamaged riser pipe during embankment placement and compaction operations. Replace the entirety of any settlement plate damaged during construction at no additional cost to the Agency, including excavation, shoring, and reconstruction of embankment.

00330.50 Embankment Settlement - Embankment loads are expected to produce approximately 2 to 5 inches of primary settlement. Ninety five percent of the settlements are expected to occur within 60 days of full loading.

(a) Settlement Plates - Install settlement plates and 1/2 Inch x 18 Inch rebar survey markers where shown on the Plans. Monitor the settlement plates and survey markers using survey grade instruments in accordance with Section 00305 and immediately report the results to the Engineer. The duration and frequency of monitoring for the settlement plates and survey markers shall be directed by the Engineer. For planning purposes, the frequency of monitoring shall be weekly until directed to abandon the settlement plates.

00330.83 Settlement Plates - The quantities of settlement plates will be measured on the unit basis, per each, by actual count of devices installed and accepted in place.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

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

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Re-use of contaminated soil and agricultural soil as specified in Section 00294, or as directed onsite.

00330.94 Embankment Basis Payment - Add the following pay item:

(d) Settlement Plates Each

Add the following paragraph after the paragraph that begins "Item (c) includes...":

Item (d) includes furnishing and installing settlement plate assemblies and survey markers. Payment for monitoring settlement plates and survey markers will be made according to 00305.90.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

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

00350.01 Definitions - Add the following definitions:

Geomembrane - An impermeable membrane made of synthetic polymers in sheets used with soils, rock, earth, or other geotechnical material to block the migration of fluids and contaminants.

Add the following subsections:

00350.02 Submittals - Submit according to 00150.37, at least 28 Calendar Days before the geomembrane installation, the following:

- (a) **Qualifications** - Provide personnel experience documentation showing compliance with subsection 00350.30.

(b) Product Data - Submit the proposed geomembrane material manufacturer product data sheets, specification, and installation instruction.

(c) Equipment - Submit the following:

- The manufacturer and model of seaming apparatuses to be used.
- A certificate of calibration less than 12 months old for the field tensiometer to be used for destructive testing.

(d) Work Plan - Submit a detailed geomembrane installation plan including the following:

- Installation schedule
- Unstamped Working Drawings according to 00150.35 showing the geomembrane panel layout with seaming locations and types noted
- Written field seam testing and acceptance plan to fulfill the requirements of 00165.30 and 00350.43(c).

00350.11 Geomembrane - Furnish high density polyethylene (HDPE) geomembrane materials meeting the requirements of Section 02321 of these Special Provisions.

00350.22 Geomembrane Seaming Equipment - Use geomembrane seaming equipment recommended by the geomembrane manufacturer and approved by the Engineer. Fusion weld apparatus must be an automated dual-hot-wedge system equipped to adjust and monitor welding rate, temperature, and roller pressure. Extrusion weld apparatus must be equipped with gauges reading the temperature in the apparatus and at the nozzle. Provide at least one additional seaming apparatus for each type of seaming process on site.

00350.23 Geomembrane Testing Equipment - Use geomembrane non-destructive and destructive testing equipment recommended by the manufacturer and approved by the Engineer, including tensiometer, vacuum equipment, air compressor, gauges, and needles.

00350.30 Personnel Qualifications - Geomembrane shall be installed by personnel licensed or approved by the manufacturer for geomembrane installation, and with the following experience:

- The on-site supervisor shall have supervised a minimum of 2,000,000 square feet of geomembrane.
- Master Seamer: The Master Seamer shall have experience in seaming a minimum of 100,000 lineal feet of geomembrane seams using the same type of seaming apparatus to be used for the Work.
- All other seaming personnel shall have experience in seaming a minimum of 10,000 lineal feet of geomembrane seams, and work under direct supervision of the Master Seamer.

00350.43 Geomembrane Installation Requirements:**(a) Installation:**

(1) Surface Preparation - When placing the geomembrane on undisturbed ground, clear and grub the area according to 00320. Prepare the surface receiving the geomembrane to a smooth condition free of obstructions, depressions and debris unless otherwise directed. Compact the surface according to 00330.43(a); compaction testing is not required.

(2) Geomembrane Placement - Follow manufacturer's requirements for installation, including low temperature handling limit. Loosely place the geomembrane without wrinkles so placement of cover material will not tear the geomembrane. Join sheets with field seams. Install all panels in similar temperature conditions to avoid length differences between adjacent panels, resulting in "fish mouths" (irregularities in geomembrane field seam resulting from panel length differences due to temperature changes) during seaming.

(3) Protection of Geomembrane - Use equipment and methods to unroll the geomembrane without damaging it. Do not drag the geomembrane on the ground or mishandle in any way. Protect geomembrane from potential wind damage and from damage by field seaming equipment.

(4) Cover Material Placement - Follow manufacturer recommendations for placement of cover material. Use equipment and methods to protect the geomembrane from damage and excessive wrinkling when placing cover material over geomembrane. Do not operate equipment directly on the geomembrane. Do not place cover material over geomembrane before seams have passed testing and have been accepted by the Engineer. Place cover material as soon as possible to prevent damage.

(b) Field Seams - Seams should be predominantly dual-seam fusion welds. Extrusion welds may be used where dual-seam fusion welding is not possible such as at corners, repairs, and T-seams (locations where three panels intersect each other at approximately 90-degrees). Locate field seams as follows:

- Orient seams parallel to the line of maximum slope where possible.
- Where seams perpendicular to the line of maximum slope are required, make the seam more than 5 feet away from the toe of the slope.
- Minimize the amount of field seams at corners.
- Align seams to prevent wrinkles and "fish mouths".
- Panels of geomembrane should have sufficient overlap to allow peel tests to be performed on the seam.
- Do not place seams at locations of possible stress concentration.

(1) Seaming Process - Perform seaming in dry weather when ambient temperatures are between 35°F and 100°F. Areas to be seamed should be cleaned and free of moisture, debris, and markings. Use a flat board, slip sheets, or similar hard surface

directly under the seam overlap to achieve proper support if required. For extrusion welds, purge the extruder of all heat-degraded material before and after seaming.

Cap T-seams with a geomembrane sheet that extends a minimum of 1-foot beyond the T-seam intersection in all directions and extrusion weld the cap.

Perform non-destructive and destructive testing on field seams throughout work progress according to subsection 00350.43(c). Perform one destructive test on average per 500 lineal feet of seam or a minimum of one sample per day, whichever is greater. Cut samples from field seams for destructive testing at locations determined by the Engineer. Immediately repair locations where destructive test samples are cut out.

(2) Trial Seams - Perform trial seams at the beginning and ending of each seaming period, including work stoppages of 30 minutes or more for each seaming apparatus. Trial seams shall be at least 15 feet long by 1 foot wide for fusion seams and 3 feet long by 1 foot wide for extrusion seams. Use the same material and equipment for trial seams as that of field seams.

Each welding technician shall perform at least one trial seam for each type of seam used. Mark the trial seam with the date, ambient temperature, welding machine number, welding technician identification, machine temperature, and machine settings. Perform destructive testing on trial seams according to 00350.43(c)(4). If the trial seam fails the destructive testing, repeat the operation.

(3) Repair of Geomembrane - Repair all locations failing visual inspection, non-destructive testing, or destructive testing. Use patching, capping, abrading and re-seaming, spot seaming, or seam removal and replacement as appropriate or directed. Non-destructively test all repair locations.

When removing a defect, remove at least 6 inches of material beyond the defect. When installing a cap or patch, extend the cap or patch at least 6 inches beyond the defect, and extrusion weld the cap or patch.

Cut “fish mouths” or wrinkles at the seam overlap along the ridge of the wrinkle in order to achieve a flat overlap. The “fish mouths” or wrinkles should be seamed, and if the overlap is inadequate, it should be patched with an oval or round patch of the same geomembrane material extending a minimum of 6 inches beyond the cut in all directions.

(c) Field Seam Testing and Acceptance:

(1) General - Fulfill the field-testing requirements of 00165.30. Maintain a record of testing with the date, ambient temperature, welding machine number, welding technician identification, machine temperature, and machine settings.

(2) Visual Inspection - Allow the Engineer to visually inspect all field seams for evidence of defects, holes, blisters, “fish mouths”, excessive wrinkles, undispersed raw materials, and signs of contamination. Clean the surface as required for inspection. Repair all areas identified as failing visual inspection.

(3) Non-Destructive Testing - Perform the following non-destructive continuity tests on all field seams:

- Pressurized air testing for dual-seam fusion welds according to ASTM D5820.
- Vacuum testing for extrusion welds according to ASTM D5641.
- Spark testing may be utilized if other methods are not feasible.

Locate and repair areas failing non-destructive testing. If the failure cannot be located, repair or reconstruct the entire seam.

(4) Destructive Testing - Mark destructive test samples to correspond with the testing record. If required, provide a portion of each sample to the Agency for independent laboratory testing. Perform two shear and two peel tests on samples using a tensiometer according to ASTM D6392. For dual-seam fusion welds, perform tests on each seam.

If a sample fails destructive testing:

- Stop field seaming until corrections have been made and trial seams pass destructive testing.
- All field seams made between the failed test sample location and the latest passing test sample location will be considered as failed and shall be reconstructed.
- Perform additional destructive tests as required by the Engineer.

00350.80 Measurement - Add the following to the end of this subsection:

The quantities of geomembrane will be measured on the area basis along the lines and grades of the surface area actually covered as shown or as required.

Clearing and grubbing Work will be measured according to Section 00320.

00350.90 Payment - Add the following pay item to the pay items list:

(g) Geomembrane.....Square Yard

Add the following at the end of this subsection:

Item (g) includes submittals, preparation Work, geomembrane, seams, repairs, and testing.

Add the following to the end of the subsection:

Clearing and grubbing Work will be paid for according to Section 00320.

SECTION 00360 - DRAINAGE BLANKETS

Section 00360, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00360.00 Scope - This Work consists of furnishing and placing drainage blanket material to the lines, grades and dimensions shown, or as directed.

Materials

00360.11 Granular Drainage Blanket - Furnish granular drainage blanket Material that is clean, free draining, durable crushed or uncrushed Rock, meeting the following gradation limits determined by AASHTO T 27:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 6" | 100 |
| 4" | 90 - 100 |
| 1/2" | 60 - 80 |
| No. 10 | 0 - 10 |
| No. 100 | 0 - 5 |

Granular drainage blanket material will be accepted without testing if the Engineer visually determines the material meets the above requirements.

00360.15 Quality Control - Provide quality control according to Section 00165.

Equipment

00360.20 General - Use Equipment capable of hauling, spreading and compacting the material to specified density without segregation.

If drainage blanket material is used to drain areas described in 00360.41, hauling with end dump trucks and spreading with bulldozers and other appropriate Equipment will be allowed.

Labor

00360.30 Quality Control Personnel - Provide technicians having CEBT, CAgT, and CDT technical certifications.

Construction

00360.40 Planned Locations - On prepared excavations or embankments constructed as shown on the Plans or as directed, place the drainage blanket as follows:

- Spread and compact to required depth with no layer exceeding 3 feet.
- If a subsurface drain system is installed immediately under or adjacent to the drainage blanket, place the drainage blanket directly against the subsurface drain system.
- Prevent contamination of drainage blanket material.

00360.41 Other Locations - When used to drain an unstable or wet area, excavate or trench the existing low areas as directed for positive drainage before placement of drainage blanket material.

00360.42 Compaction and Density Requirements - Compact the drainage blanket according to 00330.43.

Measurement

00360.80 Measurement - The quantity of granular drainage blanket Material will be measured on the volume basis in place and will be limited to the Neat Lines, grades, and dimensions shown or directed, or on the weight basis.

Payment

00360.90 Payment - The accepted quantities of sand and granular drainage blankets will be paid for at the Contract unit price, per unit of measurement, for the following item:

| Pay Item | Unit of Measurement |
|-------------------------------------|----------------------------|
| (b) Granular Drainage Blanket | Cubic Yard or Ton |

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 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.41 Riprap Geotextile - Replace this subsection, except for the subsection number and title, with the following:

Install riprap geotextile according to the requirements of Section 00350 and as shown or directed.

00390.43 Riprap Backing - Delete this subsection.

00390.80(b) Riprap Backing - Delete this subsection.

00390.90 Payment - Delete Pay Item (b) from the Pay Item list:

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00406 - TUNNELING, BORING, AND JACKING

Comply with Section 00406 of the Standard Specifications modified as follows:

00406.90 Payment - Replace the paragraph that begins "Tunneling, boring, or jacking ..." with the following paragraph:

Tunneling, boring, or jacking under a railroad will be paid for according to 00445.91 or 01140.90, whichever is appropriate.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

00415.42(a) Remote Video Inspection with Laser Profiler - Replace the paragraph that begins "Use video inspection equipment meeting..." with the following paragraph:

Use video inspection equipment meeting the requirements of 00415.22. Calibrate the laser profiler according to the manufacturer's specifications and ASTM F3080 Section 9.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

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

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

00445.43(h) Pipe Joints - Add the following paragraph to the end of this subsection:

Where shown, construct metal pipe joints with factory cut and sealed pipe ends only.

Add the following subsections:

00445.49 Pipe in Steel Casing Under Canal - Construct steel casing according to 00445.40. Install the pipe to the lines and grades established and backfill completely all voids around the installation with specified material according to Section 00406.

00445.50 Investigative Utility Potholes - Where shown, perform investigative potholing with a vacuum excavator to expose existing buried high pressure gas lines a minimum of 30 Calendar Days before performing any sanitary sewer trench excavation or canal excavation within 10 feet of the located facility.

Notify the Engineer and the gas utility a minimum of 7 Calendar Days before performing potholing. Perform potholing in the presence of the Engineer. Perform survey measurements to record the location and elevation of all exposed utilities. Take digital photographs of all exposed utilities. Submit the survey measurements and digital photographs to the Engineer within 3 Calendar Days of completing the potholing.

Backfill potholes with native soil or other Materials as approved by the Engineer.

00445.80 Measurement -

Add the following subsections:

(k) Steel Casing Under Canal - The quantity for steel casing installed below the canal will be measured according to 00445.80(a). Pipe installed in the casing will be separately measured according to 00445.80(a) and 01140.80(a).

(l) Investigative Utility Potholes - The quantity for investigative utility potholes will be measured on the unit basis.

00445.91 Payment – Add the following pay items:

- (m) ___ Inch Steel Casing Under Canal, ___ Depth..... Foot
- (n) Investigative Utility Potholes Each

Replace the paragraph that begins “Item (l) includes...” with the following paragraph:

Item (l) includes steel casing and all additional Work involved in placing pipe under existing railroad tracks as specified within the limits shown.

Add the following after the paragraph that begins “Item (l) includes...”:

In item (m), the nominal pipe diameter will be inserted in the first blank. The appropriate flow line depth range will be inserted in the second blank.

Item (m) includes all additional Work involved in placing pipe in steel casing within the limits shown.

Item (n) includes potholing to a maximum depth of 14 feet and backfilling.

Water pipe installed in steel casing under canal will be paid for according to 01140.90.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

00470.41(c) Grates, Frames, Covers and Fittings - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

00470.42 Precast Concrete Catch Basins and Inlets - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.90 Payment - Replace pay item (g) with the following:

(g) Connection to Existing Structures, _____ Each

Add the following after the paragraph that begins "Item (f) includes...":

In item (g), the type of facility will be inserted in the blank.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

00510.04(a) Defined Shoring Systems - Add the following to the end of this subsection:

Construct shoring at the location(s) listed below:

| Beginning Station | Ending Station | Shoring System Type(s) Allowed |
|--------------------------|-----------------------|---------------------------------------|
| Station 32+32.96Rt. | Station 32+45.24 Rt. | 5C, 5D, 5E |

00510.80(b)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

| Location | Structure Excavation (Cubic Yard) |
|-----------------------|--|
| Box Culvert No. 23951 | 1,715 |

00510.80(d)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantities of granular wall backfill and granular structure backfill are:

| Location | Granular Wall Backfill (Cubic Yard) | Granular Structure Backfill (Cubic Yard) |
|-----------------------|--|---|
| Box Culvert No. 23951 | 120 | 150 |

SHORING DESIGN CHECKLIST

Instructions - This shoring design checklist was developed to facilitate the design, review, and erection of shoring to be used for ODOT construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed by the shoring design engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit this Shoring Design Checklist for each stage and phase of the project, along with the shoring design summary, Working Drawings and calculations according to 00510.04.

| | YES | NO | N/A |
|---|-------|-------|-------|
| A. General | | | |
| 1. Are the shoring Working Drawings and supporting calculations prepared, stamped, and signed by an engineer registered to practice in the state of Oregon? | _____ | _____ | _____ |
| 2. Are the temporary shoring installation plans, construction sequence, and removal plan compatible with the project construction staging/phasing? | _____ | _____ | _____ |
| B. Design Standards | | | |
| 1. Does the shoring design comply with standards identified in ODOT GDM 15.3.26.3 and related sections? | _____ | _____ | _____ |
| 2. Is the design standard and edition identified in the shoring design calculations? | _____ | _____ | _____ |
| C. Loading | | | |
| 1. Have the design loads, including special loading conditions (e.g. cranes, stockpiles, etc.), used for shoring design of all members been noted in the design calculations? | _____ | _____ | _____ |
| 2. Have the appropriate load and resistance factors or factors of safety on the shoring system been identified, for all applicable load combinations or load cases? | _____ | _____ | _____ |
| 3. If public traffic is near or directly above the shoring system, has a minimum traffic live load surcharge of 250 psf been applied? | _____ | _____ | _____ |
| 4. Have the loads from actual construction equipment and not less than 250 psf been included in the shoring system design? | _____ | _____ | _____ |

- 5. Have the construction loads for different stages of construction been considered and included in the calculations? ____
- 6. Have the effects of any construction activities adjacent to the shoring system on the stability/performance of the shoring system been addressed in the shoring design (e.g., excavation or soil disturbance in front of the wall or slope, excavation dewatering, vibrations and soil loosening due to soil modification/construction activities)? ____
- 7. Have earth pressure diagrams been included? ____
- 8. Does the shoring design consider the effect of water saturated soil pressure acting on the full height of the shoring? ____

D. Geotechnical and Structural Analysis

- 1. Has internal stability been evaluated? ____
- 2. Has eccentricity/overturning stability been evaluated? ____
- 3. Has sliding been evaluated? ____
- 4. Has overall/global stability been evaluated? ____
- 5. Has bearing capacity been evaluated? ____
- 6. Have displacement constraints or other performance objectives of the shoring system been identified and evaluated? ____
- 7. Has each stage of the shoring system construction been evaluated to carry traffic and construction loads and ensure internal and external stability through the construction and loading sequence? ____
- 8. Are the allowable stress and the calculated stress listed in the summary for each different shoring member? ____
- 9. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? ____
- 10. Have connections for all phases of construction and removal been designed for all interim loading? ____
- 11. Has buckling, bracing strength, and stiffness been evaluated for all compression members? ____

E. Materials

- 1. Are all soil, rock, and other material properties used for the design of the shoring system provided and consistent with GDM and the subsurface field and lab data? ____
- 2. Are timber grades noted on shoring drawings and in accompanying calculations? ____
- 3. Are the minimum lumber dimensions shown in the calculations and noted on the Working Drawings? ____
- 4. Are steel structural shapes, bolts, connections, and plates identified by ASTM number on the shoring Working Drawings and in the calculations? ____

F. Shoring Working Drawings

- 1. Is the field verified ground topography above and below the shoring wall shown? ____
- 2. Are all existing, adjusted or new utilities, structures, and “no work zones” in proximity to the proposed shoring shown on the shoring Working Drawings and is protection of these items addressed? ____
- 3. Are horizontal and vertical clearance requirements identified and shown on the shoring Working Drawings? ____
- 4. Are plan view, elevation and cross sections drawn to scale, with dimensions defining location and size of the temporary shoring, components, and excavation limits? ____
- 5. Are the magnitude and location of all loads, equipment and personnel that will be supported by the shoring shown or noted on the shoring Working Drawings? ____
- 6. Has a dewatering plan been shown? ____
- 7. Have all connections been detailed? ____
- 8. Has bracing been detailed? ____

G. Testing and Monitoring

- 1. If a “yes” response to No. D-6, is a monitoring plan provided to verify adequate performance of the shoring system throughout the design life of the system? ____
- 2. Has a load testing program been provided for soil nails, tiebacks, or other applicable elements of the shoring system ____

Design Engineer of Record Signature

Date

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

Comply with Section 00530 of the Standard Specifications.

SECTION 00540 - STRUCTURAL CONCRETE

Comply with Section 00540 of the Standard Specifications modified as follows:

Training

FALSEWORK DESIGN CHECKLIST

Instructions - This checklist was developed to facilitate the design, review, and erection of falsework to be used for Oregon Department of Transportation bridge construction projects. This checklist is intended to act as a reminder to design or check for specific important aspects of this construction. It is not a substitute for plan and/or design criteria or specification requirements.

The Checklist is to be completed and signed by the Falsework Design Engineer. Answer every question. Attach to the Checklist an explanation of any negative responses.

Submit the Checklist according to 00540.41(a).

| | YES | NO | N/A |
|--|-------|-------|-------|
| A. Contract Plans, Specifications, Permits, Etc. | | | |
| 1. Are the falsework plans prepared, stamped and signed by an engineer registered to practice in Oregon? | _____ | _____ | _____ |
| 2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the falsework drawings submittal? | _____ | _____ | _____ |
| 3. Are falsework plans in compliance with the requirements of the construction plans general notes? | _____ | _____ | _____ |
| 4. Are falsework plans in compliance with contract plan structural details? | _____ | _____ | _____ |
| 5. Are falsework plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35? | _____ | _____ | _____ |
| 6. Are all existing, adjusted or new utilities in proximity with the proposed falsework shown on the falsework plans and is protection of these utilities addressed? | _____ | _____ | _____ |
| 7. Are clearance requirements satisfied and shown on the falsework plans? | _____ | _____ | _____ |
| 8. For construction in or over navigable waters have all requirements for construction of falsework that are called for in the Coast Guard Permit been incorporated in the falsework design? | _____ | _____ | _____ |
| 9. Has possible damage from traffic been considered in the falsework design? | _____ | _____ | _____ |

- 10. Has damage from stream drift been considered in the falsework design? _____
- 11. Is the concrete placing sequence shown and is it consistent with the contract plans? _____

B. Foundation Requirements

- 1. Are driven falsework piling provided as called for on the contract plans? _____
 - a. Is a minimum pile tip elevation or penetration indicated on the drawings? _____
 - b. If timber falsework piles are specified, are the recommended order lengths sufficient to virtually eliminate the possibility of pile splices? _____
 - c. Is a detailed static pile capacity analysis included in the calculations? _____
 - d. If lateral loads are applied to the piling by equipment, dead loads, flowing water, or drift, is a detailed lateral load analysis included in the calculations? _____
 - e. When piling are in an active waterway, have the potential effects of scour on axial and lateral pile support been addressed in the calculations? _____
 - f. Does the proposed falsework pile hammer meet the minimum field energy requirements as listed in 00520.20(d)(2)? _____
 - g. Will a driving criteria graph [FHWA Gates Equation, in 00520.42(b)] plotting blow count versus stroke for an acceptable pile hammer be provided for the project inspector? _____
- 2. Is falsework supported on spread footings or mud sills? _____
 - a. Are the spread footing elevations shown on the drawings? _____
 - b. Has a rational method for determining the ultimate bearing capacity of the foundation materials been presented and described in the calculations? _____

- c. Have the soil parameters used in calculating the ultimate bearing capacity been listed and confirmed by the designer? ____
- d. Has an appropriate Factor of Safety been used for calculating the allowable bearing capacity of the foundation materials? ____
- e. Are spread footing settlement estimates included in the calculations? ____
- f. Have effective stresses been used in the calculations, when applicable? ____
- g. When spread footings are founded near the top of a slope or in a slope, have the ultimate bearing capacity calculations been modified accordingly? ____
- h. When spread footings may be subjected to flowing water, have the potential effects of scour on ultimate bearing capacity been addressed in the calculations? ____

C. Loads

- 1. Are the magnitude and location of all loads, equipment and personnel that will be supported by the falsework shown and noted on the falsework plans? ____
- 2. Has the mass of specific equipment units to be supported by the falsework been included in the calculations or on the falsework plans? ____
- 3. Is the deck finishing machine supported in a manner that will not impose load on concrete forms except deck overhang brackets? ____
- 4. Are design loads and material properties used to determine design stresses for each different falsework member shown on the falsework plans? ____
- 5. Is the worst loading and member property condition, rather than the average condition, used to obtain design loads? ____
- 6. Are deck forms for concrete box girders supported from the girder stem and not from the bottom slab? ____
- 7. Are diaphragm loads or other concentrated loads included in the analysis of supporting beams? ____
- 8. If sloping structural members exert horizontal forces on the falsework, is bracing or ties used to resist these loads? ____

D. Allowable Stresses

- 1. Has the method used for falsework design of all members except for manufactured assemblies been noted in the design calculations? _____
- 2. Are manufactured assemblies identified as to manufacturer, model, rated working capacity and ultimate capacity? _____
- 3. Is the allowable stress and the calculated stress listed in the summary for each different falsework member, except for manufactured assemblies? _____

E. Timber Falsework Construction

- 1. Are timber grades consistent with material to be delivered to the construction site, and noted on falsework drawings, and in accompanying calculations for all timber falsework material? _____
- 2. If "rough" lumber is specified for falsework by the falsework designer are the actual lumber dimensions used in calculations shown? _____
- 3. If plywood spans are governed by the strength of the plywood, are the allowable stress and the calculated stress shown on the submitted calculations? _____
- 4. If plywood spans are governed by the allowable spacing of supporting joists, are the allowable and the proposed spacing shown on the falsework plans? _____
- 5. Have timber stringers been checked for bending, shear, bearing stresses, and 1/240 of the span length deflection? _____
- 6. Are joists identified as being continuous over 3 or more spans when they are not analyzed as simple spans? _____
- 7. Have stringers and cap beams been checked for bearing stresses perpendicular to the grain as well as for bending and shear stresses? _____
- 8. Have posts been checked as columns as well as for compression parallel to the grain? _____

F. Steel Falsework Construction

- 1. Are steel structural shapes and plates identified by ASTM number on the falsework plans and in the calculations? _____
- 2. Have steel beams been checked for bending, shear, web crippling and buckling of the compression flange? _____
- 3. Has horizontal plane bracing been shown where required to limit compression flange buckling? _____

G. Deflections and Settlement

- 1. Is falsework deflection for concrete dead load shown on the plans for all falsework spans? _____
- 2. Is falsework deflection from concrete dead load limited to 1/240 of the span length for all falsework spans? _____
- 3. Do stringers supporting cast-in-place concrete compensate for estimated camber? _____
- 4. For beam spans with cantilevers, has the upward deflection of the cantilevers due to load placed on the main spans been investigated? _____
- 5. Are provisions shown for taking up falsework settlement? _____

H. Compression Members, Connections and Bracing

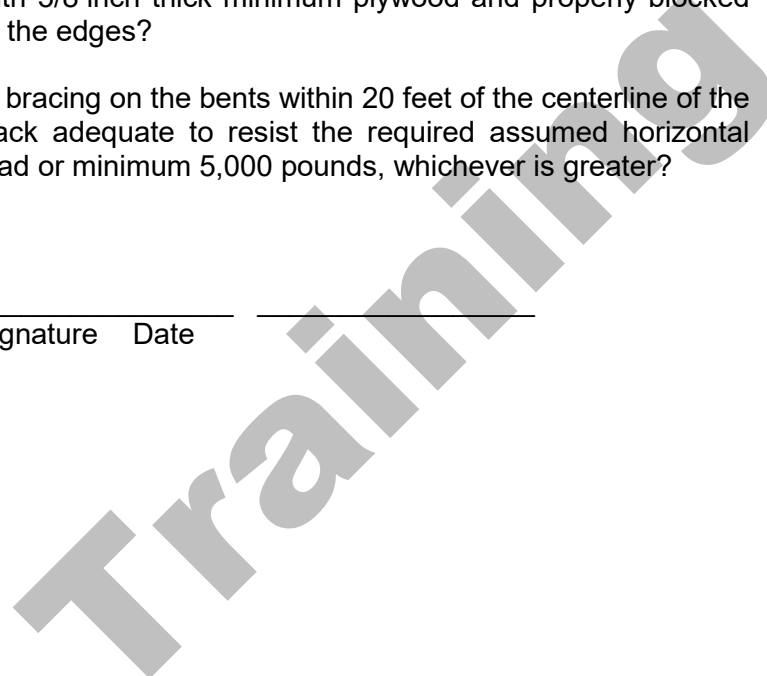
- 1. Has general buckling been evaluated for all compression members? _____
- 2. Has bracing been provided at all points of assumed support for compression members? _____
- 3. Was bracing in each direction considered in establishing the effective length used to check post capacity? _____
- 4. Is bracing strength and stiffness sufficient for the intended purpose? _____
- 5. If temporary bracing is required during intermediate stages of falsework erection, is it shown on the falsework plans? _____
- 6. Have all connections been designed and detailed? _____
- 7. Are web stiffeners required on steel cap beams to resist eccentric loads? _____

- 8. Are wedges required between longitudinal beams and cap beams to accommodate longitudinal slope or to reduce eccentric loading? ____
 - 9. Has the width to height ratio of wedge packs been verified to fall within the limits given in the special provisions? ____
 - 10. If overhang brackets are attached to unstiffened girder webs, has the need for temporary bracing to prevent longitudinal girder distortion been investigated? ____
 - 11. Have beams and stringers with height/width ratios greater than 2.5:1 been checked for stability? ____
 - 12. Have sloping falsework members that exert horizontal forces on the falsework been braced or tied to resist these loads? ____
 - 13. If beams supporting cast-in-place concrete have cantilever spans, have the falsework plans been noted to require the main spans be loaded before loading the cantilever spans? ____
 - 14. Have timber headers set on shoring towers been checked for eccentric loads, and for shear and bending stresses produced by the eccentricity? ____
- I. Highway and Railroad Traffic Openings (For falsework over or adjacent to highway or railroad traffic openings.)**
- 1. Do falsework plans satisfy construction clearances shown on the contract plans? ____
 - 2. Are posts designed for 150% of the calculated vertical loading and increased or readjusted for loads caused by prestressing forces? ____
 - 3. Are mechanical connections 2,000 pounds minimum capacity shown at the bottom of posts to footing connections? ____
 - 4. Are mechanical connections 1,000 pounds minimum capacity shown at the top of the post to cap connections? ____
 - 5. Are beam tie downs 500 pounds minimum capacity shown for all beams? ____
 - 6. Are 5/8 inch or larger diameter bolts used at connections for timber bracing? ____
 - 7. Are temporary erection and removal bracing shown? ____

J. Additional Requirements for Railroad Traffic Openings

- 1. Do falsework plans show collision posts as shown on the contract plans? _____
- 2. Do posts adjacent to the openings have a minimum section modulus of?
 - a. steel - 9.5 cubic inches _____
 - b. timber - 250 cubic inches _____
- 3. Are soffit and deck overhang forming details shown? _____
- 4. Are falsework bents within 20 feet of centerline of the track sheathed solid between 3 feet and 17 feet above top of rail with 5/8 inch thick minimum plywood and properly blocked at the edges? _____
- 5. Is bracing on the bents within 20 feet of the centerline of the track adequate to resist the required assumed horizontal load or minimum 5,000 pounds, whichever is greater? _____

Designer's Signature Date



SECTION 00595 - REINFORCED CONCRETE BOX CULVERTS

Comply with Section 00595 of the Standard Specifications modified as follows:

00595.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of constructing cast-in-place reinforced concrete box culverts, precast reinforced concrete box culverts, precast segmental reinforced concrete box culverts, precast reinforced concrete three-sided structures, and cast-in-place wing walls, headwalls, and aprons to the lines grades, and dimensions shown or directed. Each of these configurations of reinforced concrete box culvert is referred to as RCBC herein.

00595.03 Design of Precast Sections - In the second paragraph, delete the sentence beginning with “Unless otherwise shown or specified...”

00595.10 Cast-in-Place Materials - Delete the sentence beginning with “For cast-in-place...” and replace with the following:

For cast-in-place wing walls, headwalls, and aprons, furnish materials meeting the following requirements:

00595.40 Cast-in-Place Materials - Delete the sentence beginning with “Construct cast-in-place...” and replace with the following:

Construct cast-in-place wing walls, headwalls, and aprons according to the following:

00595.40(b)(1) Placing Concrete - Replace this subsection, except for the subsection number and title, with the following:

Construct each wing wall as monolith.

00595.80 Measurement - Delete the sentence beginning with “The quantities of cast-in-place RCBC...”.

Delete the sentence beginning with “No measurement of...” and replace with the following:

No measurement of quantities will be made for wing walls, aprons, and headwalls. Estimated quantities of concrete and reinforcement for wing walls, aprons, and headwalls will be listed in the Special Provisions.

Add the following to the end of this subsection:

The estimated quantities of reinforcement and concrete for wing walls, aprons, and headwalls are:

| | Reinforcement (Pound) | Concrete (Cubic Yard) |
|------------------|----------------------------------|----------------------------------|
| Wing Walls | 13,900 | 95 |

| | | |
|-----------------|-------------|----|
| Aprons | 9,300 | 65 |
| Headwalls | 2,000 | 15 |

00595.90 Payment - Add the following to the end of the pay item list:

(g) Headwalls..... Lump Sum

Training

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 is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00745.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

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

Base aggregate shall be either 1" - 0 or 3/4" - 0 size.

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

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

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

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

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

SECTION 00738 - SAFETY EDGE

Comply with Section 00738 of the Standard Specifications.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

Add the following subsection:

00745.11(d) Aggregate Treatment - Latex Polymer - A latex polymer Aggregate treatment material may be used to treat new crushed Aggregates instead of lime if Tensile Strength Ratio test results on the mixture with the latex polymer treatment at the JMF meet the minimum criteria in 00745.13(a).

(1) General:

a. Provide a system to automatically meter the latex emulsion at the proper rate and apply the emulsion uniformly to the Aggregate prior to the addition of the asphalt cement. Follow manufacturer's recommendations to set up, adjust, and calibrate the Equipment.

b. Demonstrate to the Engineer's satisfaction that the required application rate of latex solids is being met. If it is not, take corrective action. Document and notify the Engineer of the corrective action.

(2) Material - Use latex polymer emulsion concentrate meeting the following:

| | Minimum | Maximum | Test Method |
|--|---------|---------|-------------|
| Solids Percent | 65.0 | – | ASTM D 1417 |
| pH | 9.0 | 11.0 | ASTM D 1417 |
| Brookfield Viscosity Spindle 3, 20 RPM, cPs | 500 | 3000 | ASTM D 1417 |

Provide a quality compliance certificate for the polymer latex emulsion concentrate to the Engineer according to 00165.35.

(3) Application Rate - Apply the latex emulsion to achieve a minimum of 0.75 pounds of latex solids per Ton of new Aggregate (0.0375%) for dense graded mixtures and a minimum of 0.50 pounds of latex solids per Ton of Aggregate (0.025%) for open-graded mixtures. Higher application rates may be required to meet minimum TSR limits. Determine application rate during mix design testing.

(4) Treatment During ACP Production:

a. Adjust Aggregate moisture content to meet the manufacturer's recommendation for emulsion application. Apply the latex emulsion at the minimum rate specified above or at a higher rate if TSR testing indicates a higher rate is required.

b. Apply the latex emulsion to the Aggregate just prior to entry into dryer drum. Mix Aggregate with the emulsion in a pugmill or in the dryer drum prior to application of asphalt cement. Heat Aggregates to at least 250 °F after treatment and prior to addition of asphalt cement.

Add the following subsection:

00745.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of Aggregates having a specific gravity of 2.65.

00745.90 Payment -

In the paragraph that begins "No separate or additional payment...", add the following bullet to the end of the bullet list:

- Aggregate treatment - latex polymer

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00755 - CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

Comply with Section 00755 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.90 Payment - Replace the paragraph that begins " Item (k) includes the additional Work required ..." with the following paragraph:

Item (k) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. Payment for the area of the curb ramp will be made under the concrete walks Pay item.

Training

SECTION 00810 - METAL GUARDRAIL

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

00810.41 Excavation and Backfill - Add the following paragraph to the end of this subsection:

Hand dig guardrail post holes or use other non-invasive methods when posts are located within 24 inches surrounding the outside dimension of all sides of underground utilities as shown or directed.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications modified as follows:

00840.10 Materials - Delete the material list item beginning with "Flexible Delineators..." and add the following to the end of this subsection:

Furnish the following flexible delineators:

- Shur-Tite Products, phone # (512) 218-9500, Shur-Flex Driveable Delineator #DC48 R2, 48".
- Or approved equal

00840.42 Target Members for Delineator Posts - Add the following paragraph to the end of this subsection:

Install delineators with backside target member and reflective sheeting as shown on the South Klamath Falls Highway (OR140) highway from Sta. "LI" 322+80 to Sta. "LI" 335+82.

SECTION 00842 - FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00856 - SURFACE MOUNTED TUBULAR MARKERS

Comply with Section 00856 of the Standard Specifications modified as follows:

00856.10 Materials - Replace this subsection with the following:

00856.10 Materials - Furnish surface mounted tubular markers meeting the following requirements.

- **Manufacturer** - Safe-Hit Corp
35 East Wacker Drive, Suite 1100
Chicago, IL 60601
(800) 537-8958, www.safehit.com
- **Post Type** - Safe-Hits Dura-Post Type 5 Marker Post
28 inch height
Part No. – SH528SMA - - OS
- **Base Type** - Sub-Level Twist Lock Base
Part No. – SHSLT-1 - - - BL

The use of Safe-Hit Corp Dura-Post Type 5 Marker Post Part No. -SH528SMA - - OS and Sub-Level Twist Lock Base Part No. – SHSHLT-1 - - - BL is expressly required by the Agency and is subject to an exemption under ORS 279C.345. Substitutes will not be considered by the Agency.

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 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

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

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

The estimated quantities of concrete for minor sign supports are:

| Support Type | Quantity |
|--|-----------------|
| Triangular Base Breakaway Sign Supports | 2.4 cu. yd. |
| Perforated Steel Square Tube Slip Base Sign Supports | 6.6 cu. yd. |

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.40(f) Tube Bending - Replace this subsection, except for the subsection number and title, with the following:

For major sign supports, bend tube using induction heating methods according to TPA-IBS-98 *Recommended Standards for Induction Bending of Pipe and Tube*. Provide written bend qualifications that include bending procedures, essential variables, material group, and destructive testing results. Destructive testing results shall include yield strength, tensile strength, and elongation at locations indicated in Table 2-1 of the TPA-IBS-98.

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

The estimated quantities of structural steel are as follows:

| Item | Estimated Quantity (Pound) |
|--|-------------------------------|
| Minor Sign Supports | |
| Triangular Base Breakaway Sign Supports | 1,304 |
| Perforated Steel Square Tube Slip Base Sign Supports | 1,675 |

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

SECTION 00942 - PERMANENT BARRICADES

Section 00942, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00942.00 Scope - This Work consists of furnishing, fabricating, and installing permanent Type III barricades as shown.

Materials

00942.10 Materials - Furnish Materials for permanent Type III barricades meeting the following requirements:

| | |
|--|----------|
| Hardware | 02910.40 |
| Plywood | 02910.11 |
| Posts..... | 02110.40 |
| Reflective Sheeting (Type III or Type IV)..... | 02910.20 |

Construction

00942.40 General - Construct permanent barricades as shown.

Place reflective sheeting on the horizontal member before assembling the required splice.

A sheeting manufacturer approved lubricant may be used on the nylon and metal washers to prevent sign sheeting deformation. Replace damaged horizontal members or horizontal members with sheet deformation at no additional cost to the Agency.

Measurement

00942.80 Measurement - The quantities of permanent barricades will be measured on the unit basis.

Payment

00942.90 Payment - The accepted quantities of permanent barricades will be paid for at the Contract unit price, per each, for the item "Permanent Type III Barricades".

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.

No separate or additional payment will be made for excavation and backfill.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

00960.30 Licensed Electricians - Replace the paragraph that begins " According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

Add the following subsection:

00960.42(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.

00960.46 Service Cabinet and Electrical Energy - Replace this subsection, except for the subsection number and title, with the following:

Install service cabinet and associated equipment, then arrange for the Utility providing power to have the service cabinet inspected and make the electrical hook-up prior to field testing. Field test according to 00990.70(g) for traffic signals, or according to 00970.70 for illumination.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications.

Training

SECTION 01030 - SEEDING

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

01030.13(c) Pure Live Seed - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this information to find the percentage, by weight, of each seed species is in 1 pound for the pre-blended mix.
- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

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 Specified Rate (lb/acre) |
|--|---|
| Elymus elymoides (Squirreltail) | 10 |
| Achillea millefolium (Common yarrow) | 0.9 |
| Eriophyllum lanatum (Oregon sunshine) | 1.2 |
| Linum lewisii (Blue flax) | 8 |
| Poa secunda (Bluebunch wheatgrass) | 2.7 |

Elymus lanceolatus
(Thickspike wheatgrass) 15

01030.13(g) Availability - Add the following sentence to the end of this subsection:

Submit the seed and seed mixes to be used on the project according to 00150.37.

01030.15 Mulch - Add the following paragraphs 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.

01030.40 General - Add the following sentence after the sentence beginning "Notify the Agency...":

Notify the Agency of the acreage to be seeded at least 7 Days before seeding begins.

Add the following subsection:

01030.43(c) Seed Application Rates - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

01140.40 Trench Work - Replace this subsection with the following:

01140.40 General - Construct potable water pipe and fittings according to the following:

(a) Trench Work - Excavate trench, prepare bedding, install pipe zone material, backfill, and dispose of excavated material according to Section 00405 and the following:

(1) Dewatering Trenches - Remove water encountered in the trench during pipe laying operations and maintain the trench until the ends of the pipe are sealed and provision is made to prevent floating of the pipe. Do not allow trench water or other deleterious materials to enter the pipe at any time.

(2) Bedding and Pipe Zone - For the purpose of these Specifications, all potable water pipes are considered flexible pipes. Use bedding and pipe zone material for flexible pipes as described in 00405.12 and 00405.13.

(3) Grade and Alignment Changes - Excavate potholes to locate utilities. Allow enough time between excavating potholes and pipe installation to change alignment and grade of the pipeline to avoid conflicts. Obtain approval from the Engineer before using fittings to avoid conflicts.

(b) Installing Pipe under Railroad - Prior to beginning any under-track Work, submit stamped Working Drawings according to 00150.35 of construction, and details of the methods and Equipment proposed to be used to the Engineer for submittal to the Railroad. Do not begin under-track Work until Railroad approval is obtained.

Within the limits indicated on the Plans, do not install the pipe under the railroad tracks by the open trench method. Within these limits install the pipe by tunneling, jacking, boring or similar methods, approved by the Railroad, as the Contractor elects, according to Section 00406. Install the pipe to the lines and grades established and backfill completely all voids around the installation with specified material, to the satisfaction of the Railroad.

01140.80 Measurement - Add the following subsection:

(e) Installation Under Railroad - No measurement will be made for additional Work necessary to install pipe under railroads. Pipe installed under railroads will be separately measured according to 01140.80(a).

01140.90 Payment - Add the following pay item:

(o) Extra for ____ Inch Pipe Under Railroad..... Lump Sum

Add the following after the paragraph that begins “In items(s) (h),...”:

In item (o), the nominal pipe diameter will be inserted in the blank.

Item (o) includes steel casing and all additional Work involved in placing pipe under existing railroad tracks as specified within the limits shown.

In the paragraph that begins “No separate or additional payment will be...”, add the following bullet to the bullet list:

- pipe reconnections
- pipe caps

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.90 Payment - Replace the paragraph that begins “No separate or additional...” with the following paragraph:

No separate or additional payment will be made for:

- earthwork not covered under other Pay Items
- jointing
- blocking of valves
- protective coatings
- valve boxes
- valve box extensions
- valve operator extensions
- valve reconnections
- hydrostatic testing

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.30(e)(1) HPC Coarse Aggregate Content - Delete the paragraph that begins “Two or more Aggregate products or sources...”

SECTION 02321 - GEOMEMBRANE

Section 02321, which is not a Standard Specification, is included in this Project by Special Provision.

Description

02321.00 Scope - This Section includes the requirements for geomembrane material.

02321.01 Definitions - Geomembrane is defined in 00350.01.

Materials

02321.10 Acceptance:

(a) Geomembrane - Furnish HDPE geomembrane meeting the following requirements:

- 60-mil nominal thickness
- Free of cuts, defects, or tears.
- Flexible, able to conform closely to the ground surface at ambient temperatures above 45 degrees Fahrenheit without additional heating of the geomembrane
- Stabilized against ultraviolet light exposure
- Smooth surface
- Manufactured from virgin polyethylene resins
- Meet or exceed the properties specified in 02321.20

(b) Acceptance Requirements - The actual minimum average roll values furnished by the manufacturer shall be based on representative test results from the manufacturing plant which produced the geomembrane, and shall meet or exceed each of the specified minimum values. All geomembranes shall be clearly labeled as being part of the same production run certified as meeting all applicable requirements.

(c) Manufacturer's Test Certification - Furnish test result certificates according to 00165.35 from the geomembrane manufacturer, and the following:

- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).

- Primary resin type, class, grade, and category for HDPE (ASTM D1248)
- Minimum average roll values for each of the specified properties from the same lot of geomembranes as the delivered material.

(d) Manufacturer’s Sampling/Testing - The manufacturer’s reported property values shall be based on the following sampling and testing requirements:

(1) Sampling: Sample all geomembranes according to ASTM D4354. The production unit used for sampling shall be a roll or sheet.

(2) Agency Check Tests: The Agency reserves the right to sample and test products for compliance with pertinent requirements, according to 00165.02.

When the Agency performs check tests, the entire production run will be accepted or rejected according to 00150.25, any of the average roll values of tested rolls are less than the specified minimum values.

02321.20 Geomembrane Property Values:

Table 02321-1 Geomembrane Property Values

| Geomembrane Property | ASTM Test Method | Unit | Required value |
|-------------------------------------|-------------------------|-------------------|-----------------------|
| Thickness (minimum) | D5199 | mil | 54 |
| Density (minimum) | D1505 | g/cm ³ | 0.940 |
| Tensile Strength at Break (minimum) | D6693 | lb/in | 200 |
| Elongation at break (minimum) | D6693 | % | 600 |
| Puncture resistance (minimum) | D4833 | lb | 90 |
| Tear Resistance (minimum) | D1004 | lb | 35 |
| Carbon black content (range) | D1603 | % | 2.0 to 3.0 |

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.25 Valve Boxes - Replace this subsection, except for the subsection number and title, with the following:

Furnish and install concrete valve boxes on all buried valves meeting the following requirements:

- 4-TT Traffic Valve Box, provided by Brooks Products, telephone: (503) 254-2910, www.brooksproductsnw.com

The use of 4-TT Traffic Valve Box is expressly required by the Agency and is subject to an exemption under ORS 279C.345. Substitutes will not be considered by the Agency.

Boxes shall be concrete with cast iron cover. The cover shall have the word "WATER" cast in it.

SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications modified as follows:

02485.10 Hydrants - Add the following to the end of this subsection:

Furnish K-81 D fire hydrants, provided by Kennedy Valve, telephone: (800) 732-5831, www.kennedyvalve.com

The use of K-81 D fire hydrants is expressly required by the Agency and is subject to an exemption under ORS 279C.345. Substitutes will not be considered by the Agency.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - 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 Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

| Size Number | Nominal Size Square Openings | Sieve Size | | | | | | | | | | | |
|-------------|------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|---------|----------|----------|-----------|
| | | (2½ in.) | (2 in.) | (1½ in.) | (1 in.) | (¾ in.) | (½ in.) | (¾ in.) | (No. 4) | (No. 8) | (No. 16) | (No. 50) | (No. 200) |
| 3 | (2 to 1 in.) | 100 | 90 to 100 | 35 to 70 | 0 to 15 | — | 0 to 5 | — | — | — | — | — | ** |
| 357* | (2 in. to No. 4) | 100 | 95 to 100 | — | 35 to 70 | — | 10 to 30 | — | 0 to 5 | — | — | — | ** |
| 4 | (1½ to ¾ in.) | — | 100 | 90 to 100 | 20 to 55 | 0 to 15 | — | 0 to 5 | — | — | — | — | ** |
| 467* | (1½ to No. 4) | — | 100 | 95 to 100 | — | 35 to 70 | — | 10 to 30 | 0 to 5 | — | — | — | ** |
| 5 | (1 to ½ in.) | — | — | 100 | 90 to 100 | 20 to 55 | 0 to 10 | 0 to 5 | — | — | — | — | ** |
| 56 | (1 to ¾ in.) | — | — | 100 | 90 to 100 | 40 to 85 | 10 to 40 | 0 to 15 | 0 to 5 | — | — | — | ** |
| 57 | (1 to No. 4) | — | — | 100 | 95 to 100 | — | 25 to 60 | — | 0 to 10 | 0 to 5 | — | — | ** |
| 6 | (¾ to ½ in.) | — | — | — | 100 | 90 to 100 | 20 to 55 | 0 to 15 | 0 to 5 | — | — | — | ** |
| 67 | (¾ to No. 4) | — | — | — | 100 | 90 to 100 | — | 20 to 55 | 0 to 10 | 0 to 5 | — | — | ** |
| 68 | (¾ to No. 8) | — | — | — | 100 | 90 to 100 | — | 30 to 65 | 5 to 25 | 0 to 10 | 0 to 5 | — | ** |
| 7 | (½ to No. 4) | — | — | — | — | 100 | 90 to 100 | 40 to 70 | 0 to 15 | 0 to 5 | — | — | ** |
| 78 | (½ to No. 8) | — | — | — | — | 100 | 90 to 100 | 40 to 75 | 5 to 25 | 0 to 10 | 0 to 5 | — | ** |
| 8 | (¾ to No. 8) | — | — | — | — | — | 100 | 85 to 100 | 10 to 30 | 0 to 10 | 0 to 5 | — | ** |
| 89 | (¾ to No. 16) | — | — | — | — | — | 100 | 90 to 100 | 20 to 55 | 5 to 30 | 0 to 10 | 0 to 5 | ** |

* Use two or more separated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00185.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(g) Grading - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

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Training

SECTION II. SCHEDULE OF ITEMS

Payment for work done under this Contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---|---|-----------------|----------|-------------------------|--------------------|
| SECTION 0001 TEMPORARY FEATURES AND APPURTENANCES | | | | | |
| 0010 | 0100-0101000T TRAINING | HOUR | 1,380.00 | 20.00 | 27,600.00 |
| 0020 | 0210-0100000A MOBILIZATION | LUMP SUM | ALL | 911,000.00 | 911,000.00 |
| 0030 | 0221-0100000A TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC | LUMP SUM | ALL | 227,000.00 | 227,000.00 |
| 0040 | 0222-0102000J TEMPORARY SIGNS | SQFT | 1,750.00 | 25.00 | 43,750.00 |
| 0050 | 0222-0164000E PORTABLE CHANGEABLE MESSAGE SIGNS | EACH | 4.00 | 16,280.00 | 65,120.00 |
| 0060 | 0223-0168000T FLAGGERS | HOUR | 2,400.00 | 70.00 | 168,000.00 |
| 0070 | 0223-0168100E FLAGGER STATION LIGHTING | EACH | 4.00 | 4,500.00 | 18,000.00 |
| 0080 | 0223-0200000E AUTOMATED FLAGGER ASSISTANCE DEVICE | EACH | 2.00 | 13,400.00 | 26,800.00 |
| 0090 | 0224-0104000E TEMPORARY BARRICADES, TYPE II | EACH | 34.00 | 55.00 | 1,870.00 |
| 0100 | 0224-0105000E TEMPORARY BARRICADES, TYPE III | EACH | 20.00 | 165.00 | 3,300.00 |
| 0110 | 0224-0145000E TEMPORARY PLASTIC DRUMS | EACH | 150.00 | 42.00 | 6,300.00 |
| 0120 | 0225-0153000F TEMPORARY STRIPING | FOOT | 9,730.00 | 0.25 | 2,432.50 |
| 0130 | 0225-0153200J TEMPORARY PAVEMENT BARS | SQFT | 160.00 | 3.60 | 576.00 |
| 0140 | 0225-0154000F STRIPE REMOVAL | FOOT | 9,780.00 | 0.50 | 4,890.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---------|---|-----------------|----------|-------------------------|--------------------|
| 0150 | 0225-0156000J BAR REMOVAL | SQFT | 160.00 | 3.60 | 576.00 |
| 0160 | 0226-0131100F MINIMUM DEFLECTION TEMPORARY BARRIER | FOOT | 1,271.00 | 20.00 | 25,420.00 |
| 0170 | 0226-0134000E TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM | EACH | 2.00 | 2,400.00 | 4,800.00 |
| 0180 | 0226-0141300E REPAIR TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM | EACH | 2.00 | 2.00 | 4.00 |
| 0190 | 0228-0167670E TEMPORARY CURB RAMP, PERPENDICULAR | EACH | 4.00 | 1,900.00 | 7,600.00 |
| 0200 | 0228-0167680J TEMPORARY WALKS | SQFT | 6,000.00 | 5.00 | 30,000.00 |
| 0210 | 0230-0200000A CONSTRUCT AND REMOVE TEMPORARY ROADBED AND SURFACING | LUMP SUM | ALL | 25,000.00 | 25,000.00 |
| 0220 | 0245-0100000A TEMPORARY WATER MANAGEMENT FACILITY AT STATION "B" 32+66 | LUMP SUM | ALL | 100,000.00 | 100,000.00 |
| 0230 | 0280-0100000A EROSION CONTROL | LUMP SUM | ALL | 13,000.00 | 13,000.00 |
| 0240 | 0280-0104010R TEMPORARY MULCHING, HYDROMULCH | ACRE | 10.20 | 1,400.00 | 14,280.00 |
| 0250 | 0280-0105050J MATTING, TYPE E | SQYD | 5,917.00 | 4.50 | 26,626.50 |
| 0260 | 0280-0106010E CHECK DAM, TYPE 1 | EACH | 6.00 | 200.00 | 1,200.00 |
| 0270 | 0280-0110020E CONSTRUCTION ENTRANCE, TYPE 2 | EACH | 2.00 | 2,000.00 | 4,000.00 |
| 0280 | 0280-0112500E CONCRETE WASHOUT FACILITY | EACH | 2.00 | 1,500.00 | 3,000.00 |
| 0290 | 0280-0113000F SEDIMENT FENCE | FOOT | 8,761.00 | 4.00 | 35,044.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|-----------------------|---|-----------------|----------|-------------------------|--------------------|
| 0300 | 0280-0114040E INLET PROTECTION, TYPE 4 | EACH | 2.00 | 75.00 | 150.00 |
| 0310 | 0280-0115030F SEDIMENT BARRIER, TYPE 3 | FOOT | 1,636.00 | 4.50 | 7,362.00 |
| 0320 | 0280-0119000E STRAW BALE | EACH | 25.00 | 50.00 | 1,250.00 |
| 0330 | 0290-0100000A POLLUTION CONTROL PLAN | LUMP SUM | ALL | 1,000.00 | 1,000.00 |
| 0340 | 0294-0100000A HEALTH AND SAFETY PLAN | LUMP SUM | ALL | 5,000.00 | 5,000.00 |
| 0350 | 0294-0600000A SEGREGATE AND PLACE AGRICULTURAL SOIL | LUMP SUM | ALL | 49,450.00 | 49,450.00 |
| 0360 | 0294-0600000A SEGREGATE AND PLACE CONTAMINATED SOIL | LUMP SUM | ALL | 17,000.00 | 17,000.00 |
| 0370 | 0295-0200000F REMOVE ASBESTOS MATERIAL, NON-FRIABLE | FOOT | 37.00 | 100.00 | 3,700.00 |
| SECTION 0002 ROADWORK | | | | | |
| 0380 | 0305-0100000A CONSTRUCTION SURVEY WORK | LUMP SUM | ALL | 132,000.00 | 132,000.00 |
| 0390 | 0310-0100000F REMOVAL OF PIPES | FOOT | 1,018.00 | 12.00 | 12,216.00 |
| 0400 | 0310-0103000J REMOVAL OF SURFACINGS | SQYD | 3,480.00 | 5.00 | 17,400.00 |
| 0410 | 0310-0105000E REMOVAL OF MANHOLES | EACH | 7.00 | 500.00 | 3,500.00 |
| 0420 | 0310-0106000A REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LUMP SUM | ALL | 25,000.00 | 25,000.00 |
| 0430 | 0320-0100000A CLEARING AND GRUBBING | LUMP SUM | ALL | 65,600.00 | 65,600.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---------|--|-----------------|-----------|-------------------------|--------------------|
| 0440 | 0330-0101000K DITCH EXCAVATION | CUYD | 1,249.00 | 20.00 | 24,980.00 |
| 0450 | 0330-0105000K GENERAL EXCAVATION | CUYD | 24,533.00 | 20.00 | 490,660.00 |
| 0460 | 0330-0141000K EXTRA FOR SELECTED TOPSOIL MATERIAL | CUYD | 200.00 | 30.00 | 6,000.00 |
| 0470 | 0331-0106000J 12 INCH SUBGRADE STABILIZATION | SQYD | 2,500.00 | 21.70 | 54,250.00 |
| 0480 | 0350-0100000J DRAINAGE GEOTEXTILE, TYPE 1 | SQYD | 460.00 | 2.00 | 920.00 |
| 0490 | 0350-0102000J EMBANKMENT GEOTEXTILE | SQYD | 2,500.00 | 1.00 | 2,500.00 |
| 0500 | 0350-0104000J RIPRAP GEOTEXTILE, TYPE 2 | SQYD | 3,124.00 | 2.00 | 6,248.00 |
| 0510 | 0350-0105000J SUBGRADE GEOTEXTILE | SQYD | 31,000.00 | 1.00 | 31,000.00 |
| 0520 | 0360-0102000K GRANULAR DRAINAGE BLANKET | CUYD | 230.00 | 50.00 | 11,500.00 |
| 0530 | 0390-0105000K LOOSE RIPRAP, CLASS 50 | CUYD | 1,053.00 | 57.00 | 60,021.00 |
| 0540 | 1999-9Z90000E SETTLEMENT PLATES | EACH | 2.00 | 1,500.00 | 3,000.00 |
| 0550 | 1999-9Z90000I GEOMEMBRANE | SQYD | 5,000.00 | 14.35 | 71,750.00 |

SECTION 0003 DRAINAGE AND SEWERS

| | | | | | |
|------|--|------|----------|----------|-----------|
| 0560 | 0415-0100000F MAINLINE VIDEO INSPECTION | FOOT | 3,680.00 | 10.00 | 36,800.00 |
| 0570 | 0415-0400000E SERVICE LINE LATERAL VIDEO INSPECTION | EACH | 1.00 | 1,500.00 | 1,500.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---------|---|-----------------|----------|-------------------------|--------------------|
| 0580 | 0445-010012AF 12 INCH CULVERT PIPE, 5 FT DEPTH | FOOT | 141.00 | 156.00 | 21,996.00 |
| 0590 | 0445-010018AF 18 INCH CULVERT PIPE, 5 FT DEPTH | FOOT | 107.00 | 156.00 | 16,692.00 |
| 0600 | 0445-010024AF 24 INCH CULVERT PIPE, 5 FT DEPTH | FOOT | 116.00 | 186.00 | 21,576.00 |
| 0610 | 0445-030006CF 6 INCH SANITARY SEWER PIPE, 20 FT DEPTH | FOOT | 40.00 | 138.00 | 5,520.00 |
| 0620 | 0445-030012AF 12 INCH SANITARY SEWER PIPE, 5 FT DEPTH | FOOT | 22.00 | 240.00 | 5,280.00 |
| 0630 | 0445-030012BF 12 INCH SANITARY SEWER PIPE, 10 FT DEPTH | FOOT | 389.00 | 240.00 | 93,360.00 |
| 0640 | 0445-030012CF 12 INCH SANITARY SEWER PIPE, 20 FT DEPTH | FOOT | 1,334.00 | 288.00 | 384,192.00 |
| 0650 | 0445-035012AF 12 INCH STORM SEWER PIPE, 5 FT DEPTH | FOOT | 882.00 | 108.00 | 95,256.00 |
| 0660 | 0445-035018AF 18 INCH STORM SEWER PIPE, 5 FT DEPTH | FOOT | 86.00 | 144.00 | 12,384.00 |
| 0670 | 0445-035030AF 30 INCH STORM SEWER PIPE, 5 FT DEPTH | FOOT | 603.00 | 168.00 | 101,304.00 |
| 0680 | 0445-0660000E PIPE WYES, 12 INCH | EACH | 1.00 | 1,100.00 | 1,100.00 |
| 0690 | 0445-0700120E SLOPED END SECTIONS, 12 INCH | EACH | 7.00 | 180.00 | 1,260.00 |
| 0700 | 0445-0700180E SLOPED END SECTIONS, 18 INCH | EACH | 2.00 | 250.00 | 500.00 |
| 0710 | 0445-0750000A INSTALLING 12 INCH PIPE UNDER RAILROAD | LUMP SUM | ALL | 156,000.00 | 156,000.00 |
| 0720 | 0470-0100000E CONCRETE SANITARY SEWER MANHOLES | EACH | 4.00 | 9,150.00 | 36,600.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---------|---|-----------------|----------|-------------------------|--------------------|
| 0730 | 0470-0101000E CONCRETE STORM SEWER MANHOLES | EACH | 5.00 | 5,300.00 | 26,500.00 |
| 0740 | 0470-0105000E CONCRETE MANHOLES, SHALLOW | EACH | 1.00 | 4,200.00 | 4,200.00 |
| 0750 | 0470-0106000E CONCRETE STORM SEWER MANHOLES, LARGE PRECAST | EACH | 2.00 | 11,300.00 | 22,600.00 |
| 0760 | 0470-0315000E CONCRETE INLETS, TYPE G-2 | EACH | 12.00 | 3,700.00 | 44,400.00 |
| 0770 | 0480-0100000F DRAINAGE CURBS | FOOT | 928.00 | 18.00 | 16,704.00 |
| 0780 | 0490-0100000E ADJUSTING BOXES | EACH | 7.00 | 500.00 | 3,500.00 |
| 0790 | 0490-0104000E CONNECTION TO EXISTING STRUCTURES, SANITARY SEWER | EACH | 1.00 | 3,700.00 | 3,700.00 |
| 0800 | 0490-0104000E CONNECTION TO EXISTING STRUCTURES, STORM SEWER | EACH | 3.00 | 1,000.00 | 3,000.00 |
| 0810 | 0490-0117000E FILLING ABANDONED STRUCTURES | EACH | 1.00 | 780.00 | 780.00 |
| 0820 | 0490-0120000E MINOR ADJUSTMENT OF MANHOLES | EACH | 2.00 | 1,800.00 | 3,600.00 |
| 0830 | 0490-0123000E EXTRA FOR MANHOLES OVER EXISTING SEWERS | EACH | 1.00 | 600.00 | 600.00 |
| 0840 | 0495-0100000J TRENCH RESURFACING | SQYD | 59.00 | 45.00 | 2,655.00 |
| 0850 | 1999-9Z90000E INVESTIGATIVE UTILITY POTHOLES | EACH | 4.00 | 1,000.00 | 4,000.00 |
| 0860 | 1999-9Z90000F 24 INCH STEEL CASING UNDER CANAL, 20 FOOT DEPTH | FOOT | 140.00 | 288.00 | 40,320.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|--|--|-----------------|-----------|-------------------------|--------------------|
| SECTION 0004 BRETT WAY BOX CULVERT, #23951 | | | | | |
| 0870 | 0510-010000A SHORING, CRIBBING, AND COFFERDAMS | LUMP SUM | ALL | 120,000.00 | 120,000.00 |
| 0880 | 0510-0101000A STRUCTURE EXCAVATION | LUMP SUM | ALL | 35,000.00 | 35,000.00 |
| 0890 | 0510-0106000A GRANULAR WALL BACKFILL | LUMP SUM | ALL | 19,400.00 | 19,400.00 |
| 0900 | 0510-0108000A GRANULAR STRUCTURE BACKFILL | LUMP SUM | ALL | 13,200.00 | 13,200.00 |
| 0910 | 0595-0100300F PRECAST SPLIT REINFORCED CONCRETE BOX CULVERTS | FOOT | 82.00 | 5,400.00 | 442,800.00 |
| 0920 | 0595-0102100A WING WALLS | LUMP SUM | ALL | 99,700.00 | 99,700.00 |
| 0930 | 0595-0102200A APRONS | LUMP SUM | ALL | 62,400.00 | 62,400.00 |
| 0940 | 0842-0401000E BRIDGE IDENTIFICATION MARKERS | EACH | 2.00 | 180.00 | 360.00 |
| 0950 | 1050-0135000F TYPE CL-4 CHAIN LINK FENCE | FOOT | 145.00 | 90.00 | 13,050.00 |
| 0960 | 1999-9Z90000A HEADWALLS | LUMP SUM | ALL | 19,800.00 | 19,800.00 |
| SECTION 0005 BASES | | | | | |
| 0970 | 0620-0104000J COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP | SQYD | 266.00 | 18.00 | 4,788.00 |
| 0980 | 0620-0120000J COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP | SQYD | 539.00 | 18.00 | 9,702.00 |
| 0990 | 0641-0128000M PLANT MIX AGGREGATE BASE | TON | 28,482.00 | 27.00 | 769,014.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|-------------------------------|---|-----------------|----------|-------------------------|--------------------|
| SECTION 0006 WEARING SURFACES | | | | | |
| 1000 | 0730-0100000M EMULSIFIED ASPHALT FOR TACK COAT | TON | 24.00 | 475.00 | 11,400.00 |
| 1010 | 0745-0322000M LEVEL 3, 1/2 INCH LIME TREATED ACP | TON | 9,451.00 | 54.00 | 510,354.00 |
| 1020 | 0745-0334000M LEVEL 3, 1/2 INCH LIME TREATED ACP IN LEVELING | TON | 440.00 | 93.00 | 40,920.00 |
| 1030 | 0745-0422000M LEVEL 4, 1/2 INCH LIME TREATED ACP | TON | 2,398.00 | 58.00 | 139,084.00 |
| 1040 | 0745-0622000M PG 64-28 ASPHALT IN 1/2 INCH ACP | TON | 586.00 | 500.00 | 293,000.00 |
| 1050 | 0745-0642100M PG 70-28ER ASPHALT IN 1/2 INCH ACP | TON | 142.00 | 615.00 | 87,330.00 |
| 1060 | 0749-0100000E EXTRA FOR ASPHALT APPROACHES | EACH | 13.00 | 1,350.00 | 17,550.00 |
| 1070 | 0749-0101000E EXTRA FOR ASPHALT DRAINS | EACH | 2.00 | 500.00 | 1,000.00 |
| 1080 | 0755-0113000J REINFORCED CONCRETE PAVEMENT 8 INCHES THICK | SQYD | 874.00 | 234.00 | 204,516.00 |
| 1090 | 0759-0103000F CONCRETE CURBS, CURB AND GUTTER | FOOT | 217.00 | 52.00 | 11,284.00 |
| 1100 | 0759-0106000F CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB | FOOT | 3,116.00 | 45.00 | 140,220.00 |
| 1110 | 0759-0110000F CONCRETE CURBS, STANDARD CURB | FOOT | 35.00 | 52.00 | 1,820.00 |
| 1120 | 0759-0122000J CONCRETE ISLANDS | SQFT | 9,471.00 | 14.00 | 132,594.00 |
| 1130 | 0759-0126000J CONCRETE DRIVEWAYS | SQFT | 928.00 | 15.00 | 13,920.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---|---|-----------------|-----------|-------------------------|--------------------|
| 1140 | 0759-0128000J CONCRETE WALKS | SQFT | 11,822.00 | 12.65 | 149,548.30 |
| 1150 | 0759-0140000J 6 INCH CONCRETE SURFACING | SQFT | 180.00 | 17.15 | 3,087.00 |
| 1160 | 0759-0154100E EXTRA FOR NEW CURB RAMPS | EACH | 16.00 | 2,850.00 | 45,600.00 |
| 1170 | 0759-0510000J TRUNCATED DOMES ON NEW SURFACES | SQFT | 300.00 | 57.65 | 17,295.00 |
| SECTION 0007 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS | | | | | |
| 1180 | 0905-0100000A REMOVE EXISTING SIGNS | LUMP SUM | ALL | 1,800.00 | 1,800.00 |
| 1190 | 0905-0101000A REMOVE AND REINSTALL EXISTING SIGNS | LUMP SUM | ALL | 600.00 | 600.00 |
| 1200 | 0910-0100000K WOOD SIGN POSTS | FBM | 8.00 | 24.00 | 192.00 |
| 1210 | 0920-0100000A SIGN SUPPORT FOOTINGS | LUMP SUM | ALL | 11,400.00 | 11,400.00 |
| 1220 | 0930-0112000A TRIANGULAR BASE BREAKAWAY SIGN SUPPORTS | LUMP SUM | ALL | 12,200.00 | 12,200.00 |
| 1230 | 0930-0114000A PERFORATED STEEL SQUARE TUBE SLIP BASE SIGN SUPPORTS | LUMP SUM | ALL | 27,600.00 | 27,600.00 |
| 1240 | 0940-0201000J SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM | SQFT | 145.00 | 37.80 | 5,481.00 |
| 1250 | 0940-0203000J SIGNS, STANDARD SHEETING, PLYWOOD | SQFT | 580.00 | 25.80 | 14,964.00 |
| 1260 | 0942-0100000E PERMANENT TYPE III BARRICADES | EACH | 4.00 | 1,700.00 | 6,800.00 |
| 1270 | 0970-0100000A POLE FOUNDATIONS | LUMP SUM | ALL | 30,240.00 | 30,240.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|--|--|-----------------|----------|-------------------------|--------------------|
| 1280 | 0970-0104000A LUMINAIRES, LAMPS, AND BALLASTS | LUMP SUM | ALL | 12,000.00 | 12,000.00 |
| 1290 | 0970-0105000A SWITCHING, CONDUIT, AND WIRING | LUMP SUM | ALL | 136,200.00 | 136,200.00 |
| 1300 | 0970-0200000A LIGHTING POLES AND ARMS | LUMP SUM | ALL | 76,800.00 | 76,800.00 |
| SECTION 0008 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES | | | | | |
| 1310 | 0810-0120000E GUARDRAIL ANCHORS, TYPE 1 MODIFIED | EACH | 7.00 | 871.00 | 6,097.00 |
| 1320 | 0810-0120000E GUARDRAIL ANCHORS, TYPE DOWNSTREAM ANCHOR TERMINAL | EACH | 1.00 | 1,750.00 | 1,750.00 |
| 1330 | 0810-0122000E GUARDRAIL END PIECES, TYPE B | EACH | 3.00 | 126.00 | 378.00 |
| 1340 | 0810-0123000E GUARDRAIL END PIECES, TYPE C | EACH | 1.00 | 200.00 | 200.00 |
| 1350 | 0810-0131000E GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 2 | EACH | 1.00 | 3,750.00 | 3,750.00 |
| 1360 | 0810-0131000E GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 4 | EACH | 2.00 | 4,500.00 | 9,000.00 |
| 1370 | 0810-0145000E EXTRA FOR HAND DUG GUARDRAIL POST HOLES | EACH | 4.00 | 150.00 | 600.00 |
| 1380 | 0810-0146100F MIDWEST GUARDRAIL SYSTEM, TYPE 2A | FOOT | 125.00 | 48.00 | 6,000.00 |
| 1390 | 0810-0146100F MIDWEST GUARDRAIL SYSTEM, TYPE 3 | FOOT | 37.50 | 72.00 | 2,700.00 |
| 1400 | 0840-0103000E DELINEATORS, TYPE 3 | EACH | 30.00 | 156.00 | 4,680.00 |
| 1410 | 0842-0201000E CULVERT DRAINAGE MARKERS, TYPE 1 | EACH | 4.00 | 42.00 | 168.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---|--|-----------------|------------|-------------------------|--------------------|
| 1420 | 0855-0107100E BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED | EACH | 50.00 | 22.80 | 1,140.00 |
| 1430 | 0856-0101000E PERMANENT SURFACE MOUNTED TUBULAR MARKERS | EACH | 46.00 | 95.00 | 4,370.00 |
| 1440 | 0860-0200000F LONGITUDINAL PAVEMENT MARKINGS - PAINT | FOOT | 29,700.00 | 0.19 | 5,643.00 |
| 1450 | 0865-0116530F METHYL METHACRYLATE, EXTRUDED, GROOVED, NON-PROFILED | FOOT | 130,000.00 | 1.90 | 247,000.00 |
| 1460 | 0867-0103000E PAVEMENT LEGEND, TYPE B: ARROWS | EACH | 2.00 | 300.00 | 600.00 |
| 1470 | 0867-0119200E PAVEMENT LEGEND, TYPE B-HS: RAILROAD CROSSING | EACH | 2.00 | 1,050.00 | 2,100.00 |
| 1480 | 0867-0123000E PAVEMENT LEGEND, TYPE B-HS: RAILROAD CROSSING, BIKE | EACH | 4.00 | 510.00 | 2,040.00 |
| 1490 | 0867-0145100J PAVEMENT BAR, TYPE B-HS | SQFT | 828.00 | 9.00 | 7,452.00 |
| 1500 | 0867-0169000E PAVEMENT LEGEND, TYPE B: YIELD LINE TRIANGLE | EACH | 24.00 | 36.00 | 864.00 |
| SECTION 0009 RIGHT-OF-WAY DEVELOPMENT AND CONTROL | | | | | |
| 1510 | 1030-0108000R PERMANENT SEEDING | ACRE | 9.40 | 3,500.00 | 32,900.00 |
| 1520 | 1040-0196000M ROCK MULCH | TON | 100.00 | 109.00 | 10,900.00 |
| 1530 | 1050-0104000F TYPE 2 FENCE | FOOT | 116.00 | 36.00 | 4,176.00 |
| 1540 | 1050-0111000E 16 FOOT SINGLE GATES | EACH | 1.00 | 853.00 | 853.00 |
| 1550 | 1070-0100000E SINGLE MAILBOX SUPPORTS | EACH | 3.00 | 588.00 | 1,764.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|-----------------------------------|--|-----------------|----------|-------------------------|--------------------|
| SECTION 0010 WATER SUPPLY SYSTEMS | | | | | |
| 1560 | 1140-0300000E 12 INCH CONNECTION TO 12 INCH EXISTING MAIN | EACH | 2.00 | 10,800.00 | 21,600.00 |
| 1570 | 1140-0300000E 16 INCH CONNECTION TO 16 INCH EXISTING MAIN | EACH | 1.00 | 6,000.00 | 6,000.00 |
| 1580 | 1140-0400000F 16 INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL | FOOT | 3,929.00 | 132.00 | 518,628.00 |
| 1590 | 1140-0500000F 16 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 632.00 | 150.00 | 94,800.00 |
| 1600 | 1140-0500000F 6 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL | FOOT | 30.00 | 42.00 | 1,260.00 |
| 1610 | 1140-0610000E DUCTILE IRON PIPE TEES, 12 INCH | EACH | 1.00 | 1,100.00 | 1,100.00 |
| 1620 | 1140-0610000E DUCTILE IRON PIPE TEES, 16X6 INCH | EACH | 5.00 | 1,550.00 | 7,750.00 |
| 1630 | 1140-0650000E DUCTILE IRON PIPE BEND, 16 INCH | EACH | 10.00 | 1,450.00 | 14,500.00 |
| 1640 | 1140-0670000E DUCTILE IRON PIPE REDUCER, 16X12 INCH | EACH | 1.00 | 961.00 | 961.00 |
| 1650 | 1150-0100000E 12 INCH GATE VALVE | EACH | 1.00 | 2,900.00 | 2,900.00 |
| 1660 | 1150-0100000E 6 INCH GATE VALVE | EACH | 5.00 | 961.00 | 4,805.00 |
| 1670 | 1150-0200000E 16 INCH GATE VALVE WITH BEVEL-GEAR ACTUATOR | EACH | 10.00 | 11,200.00 | 112,000.00 |
| 1680 | 1150-0600000E 2 INCH COMBINATION AIR RELEASE / AIR VACUUM VALVE ASSEMBLY | EACH | 2.00 | 3,950.00 | 7,900.00 |

Training

SCHEDULE OF ITEMS

OR140: BRETT WAY EXTENSION (K FALLS) PROJECT (C15262)

ROCKY MOUNTAIN CONSTRUCTION LLC

| ITEM NO | ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|---------|--|-----------------|----------|-------------------------|--------------------|
| 1690 | 1160-0100000E HYDRANT ASSEMBLIES | EACH | 5.00 | 4,800.00 | 24,000.00 |
| 1700 | 1999-9Z90000A EXTRA FOR 16 INCH PIPE UNDER RAILROAD | LUMP SUM | ALL | 108,000.00 | 108,000.00 |

Total Bid: \$9,117,867.30

Training

Training

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Training

SECTION III. CONTRACT

THIS CONTRACT, made and entered into, in duplicate, this March 18, 2021

by and between the State of Oregon, by and through its Transportation Commission and its Department of Transportation, hereinafter called "State", and Rocky Mountain Construction, LLC, an Oregon limited liability company, authorized to do business in the State of Oregon, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the State in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the State, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the State. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, other required provisions, Schedule of Items, and all general and detailed Specifications and Plans which are a part hereof, and in accordance with the directions of the Engineer and to the Engineer's satisfaction, and, on Federal-Aid Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal-Aid Road Act and all amendments thereto, the State agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

The execution of this public improvement Contract is authorized by the Director of the Oregon Department of Transportation through duly adopted Delegation Orders and Letters of Authority.

Oregon Department of Transportation Date

Contractor: Rocky Mountain Construction, LLC
Address: 4815 Tingley Lane #A, Klamath Falls, OR 97603
Phone: 541.882.8377
Email: hpaulson@rmcpave.com

CCB #124715
Oregon Construction Contractors Board
Registration Number

08/5/2022
Expiration Date

By _____
Authorized Official Signature Date

Printed Name

By _____
Authorized Official Signature

Printed Name



SECTION IV. PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, Rocky Mountain Construction, LLC, an Oregon limited liability company.

as principal, and

as Surety, are jointly and severally held and bound unto the State of Oregon, in the sum of

Nine Million One Hundred Seventeen Thousand Eight Hundred Sixty-seven Dollars and Thirty Cents (\$9,117,867.30)

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

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with the State of Oregon by and through its Transportation Commission and its Department of Transportation, which Contract, together with the applicable Plans, Standard Specifications, Special Provisions, and Schedule of Items, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, Plans and Specifications set out in said Contract and all authorized modifications of the Contract which increase the amount of the work and the amount of the Contract. Notice to the Surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said Contract, in all respects, and shall well and truly and fully do and perform all construction work (and design, if any) and all other work and matters and things by it undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation and their respective members, officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by the said Contractor or any subcontractors and shall in all respects perform said Contract according to applicable law, then this obligation is to be void, otherwise to remain to full force and effect.

OR 140: Brett Way Extension (K. Falls), Contract No. 15262

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission or its Department of Transportation, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20_____.

Contractor: Rocky Mountain Construction, LLC
Address: 4815 Tingley Lane #A, Klamath Falls, OR 97603
Phone: 541.882.8377
Email: hpaulson@rmcpave.com

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Signature
Attorney in Fact

Printed Name
Attorney in Fact
(A Power of Attorney for the Attorney in Fact
must be attached to this bond)

By _____
Agent (Required)
Agent Phone Number: _____
Agent Email: _____

Surety's Seal
Must be affixed

SECTION V. PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, Rocky Mountain Construction, LLC, an Oregon limited liability company.

as principal, and

as Surety, are jointly and severally held and bound unto the State of Oregon, in the sum of

Nine Million One Hundred Seventeen Thousand Eight Hundred Sixty-seven Dollars and Thirty Cents (\$9,117,867.30)

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

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with the State of Oregon by and through its Transportation Commission and its Department of Transportation, which Contract, together with the applicable Plans, Standard Specifications, Special Provisions, and Schedule of Items, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms, conditions, requirements, Plans and Specifications set out in said Contract and authorized modifications of the Contract which increase the amount of the work and the amount of the Contract. Notice to the Surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or any subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said Contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said Contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said Contract and shall pay the State of Oregon, by and through its Transportation Commission and its Department of Transportation, such damages as may accrue to the State under said Contract, then this obligation is to be void, otherwise to remain in full force and effect.

OR 140: Brett Way Extension (K. Falls), Contract No. 15262

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission and its Department of Transportation, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20_____.

Contractor: Rocky Mountain Construction, LLC
Address: 4815 Tingley Lane #A, Klamath Falls, OR 97603
Phone: 541.882.8377
Email: hpaulson@rmcpave.com

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Signature
Attorney in Fact

Printed Name
Attorney in Fact
(A Power of Attorney for the Attorney in Fact
must be attached to this bond)

By _____
Agent (Required)
Agent Phone Number: _____
Agent Email: _____

Surety's Seal
Must be affixed

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Training

SECTION VI. CERTIFICATION OF WORKERS' COMPENSATION COVERAGEOREGON TRANSPORTATION COMMISSION
OREGON DEPARTMENT OF TRANSPORTATION

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the Project through one of the following methods:

1. "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other authorized insurer)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Oregon Department of Transportation of said cancellation or change and will obtain alternate coverage.

Dated _____ 20__

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97301; Phone (503) 947-7810.

Training