



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

PW-4937-22

Public Improvement Agreements #: PW-4937-22 Amendment #: _____

Contact: Tim Beaver Department: Public Works

Phone #: 503-365-3100 Date Sent: Wednesday, July 20, 2022

Title: Construction of Hayesville Drive: NE Portland Road - Fuhrer Street (Salem)

Contractor's Name: Carter and Company, Inc.

Term - Date From: Execution Expires: December 31, 2025

Contract Total: \$ 8,353,109.77 Amendment: \$ - New Total: \$ 8,353,109.77

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Formal Bid CMS # PW1086-22

Description of Services or Grant Award

Construction of the Hayesville Drive: NE Portland Road - Fuhrer Street (Salem) improvements project.

The contract is for \$8,353,107.77 of which an estimated \$7,495,244.60 will be paid with federal funds and an estimated \$857,865.17 will be paid by the county.

Desired BOC Session Date: 8/10/2022 BOC Planning Date: 7/28/2022

Files submitted in CMS: 7/20/2022 Printed packet & copies due in Finance: 7/26/2022

BOC Session Presenter(s) Ryan Crowther & Shane Ottosen

FOR FINANCE USE

Date Finance Received: 7/21/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 10, 2022

Department: Public Works Agenda Planning Date: August 3, 2022 Time required: 5 Min.

☒ Audio/Visual aids Powerpoint

Contact: Shane Ottosen Phone: 503-365-3104

Department Head Signature:

TITLE Approval of contract PW-1086-22 (ECMS# 2022-401) for the Construction of Hayesville Dr.: NE Portland Rd - Fuhrer St (Salem) improvements.

Issue, Description & Background

Marion County has received a combination of Federal Multimodal Transportation Enhance Program Funds (MTEP) and Federal Surface Transportation Program-Urban Funds (STP-U) to provide bike lanes and sidewalk on either side of Hayesville Drive between Portland Road NE and Fuhrer Street. This segment of Hayesville Drive serves residential housing, two neighborhood parks, and students walking or biking to Stephens Middle School, Hammond Elementary School, Hayesville Elementary School, and Yoshikai Elementary School. There are approximately 2,400 students enrolled in the four schools. Most students live within the walk zone. The road has an ADT of approximately 5,700 vehicles per day, there are no sidewalks on the north side of the road in the project area, and limited sidewalk segments on the south side. Currently paved shoulders of varying width are typically used as a combination walking path and bicycle lane.

This project will widen along both sides of the existing road to provide bike lanes, curb, gutter, sidewalks, drainage and landscaping, as well as enhance the transit stops on both sides of Hayesville Drive between Portland Road NE and Fuhrer Street. The project will tie into existing bike lanes and sidewalks on both ends of the project. The project will also replace the existing outdated traffic signal at the intersection of Lancaster Drive and Hayesville Drive.

On May 24, 2022, bids were received and opened for this project with responsive bids being received from Carter & Company, Inc. (\$8,353,109.77), North Santiam Paving Co. (\$9,013,992.00), Kerr Contracting Inc. (\$9,424,464.80), and Corpac Construction Co. (\$10,748,842.50).

A contract in the amount of \$8,353,109.77 is being executed with Carter & Company, Inc. as the lowest responsible bidder.

The bid award was approved on July 5, 2022, and became official on July 13, 2022, following the required 7-day protest period. No protests were received.

Financial Impacts: Public Works has budgeted the necessary funds to complete the project.

The contract is for \$8,353,109.77 of which an estimated \$7,495,244.60 will be paid with federal funds and an estimated \$857,865.17 will be paid by the county

Impacts to Department & External Agencies Entering into this agreement does not directly impact any other Marion County departments. The project will benefit the public at large by providing needed roadway facilities in a very busy neighborhood and school area. The project is an approved CIP in the current budget year.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Options for
Consideration:

1. Approve the contract for \$8,353,109.77 with Carter & Company Inc.
2. Take no action at this time.

Recommendation:

The Public Works Department recommends that the Board choose option 1 and approve the contract for \$8,353,109.77 with Carter & Company, Inc.

List of attachments:

Contract Review Sheet
Contract PW-1086-22

Presenter:

Ryan Crowther and Shane Ottosen

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Tim Beaver, Public Works, tbeaver@co.marion.or.us

CONSTRUCTION CONTRACT PW-4937-22

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Carter & Co., Inc. hereinafter called the "Contractor" for the Project entitled: Hayesville Drive: NE Portland Rd – Fuhrer St (Salem).

WITNESSETH

Contractor, in consideration of the sum of \$8,353,109.77 to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County, nor purport to act as legal representative of the Marion County, without the prior written consent of the County's Legal Counsel. The County may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County, or the Contractor is not adequately defending the County's interests, or that an important governmental principle is at issue or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against Contractor if the County elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. In consideration of the faithful performances 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 Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis 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 time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

- d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Marion County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, the day and year written below.

MARION COUNTY SIGNATURES:

_____	_____
Chair	Date

_____	_____
Commissioner	Date

_____	_____
Commissioner	Date

Authorized Signature: _____	_____
Department Director or designee	Date

Authorized Signature: _____	_____
Chief Administrative Officer	Date

Reviewed by Signature: _____	_____
Marion County Legal Counsel	Date

Reviewed by Signature: _____	_____
Marion County Contracts & Procurement	Date

CARTER & CO., INC. SIGNATURE:

_____	_____
Authorized Signature	Date

_____	_____
Title	

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
Hayesville Drive: NE Portland Road - Fuhrer Street (Salem)
Earthwork and Drainage, Miscellaneous Highway Appurtenances and Temporary Traffic Control,
Asphalt Concrete Paving, Electrical, and Landscaping

MARION COUNTY, OREGON

Bid Publication Date: April 29, 2022

Bid Opening Date: May 24, 2022

MARION COUNTY BID NO.: PW1086-22
OREGONBUYS BID SOLICITATION NO.: S-C25102-00002949
ECMS NO. 2022-401
ACCOUNTING PROJECT NO. 104363

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: 12/31/2022

Special Specifications Sections 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00200, 00220, 00221, 00222, 00223, 00224, 00225, 00228, 00280, 00290, 00294, 00295, 00305, 00310, 00320, 00330, 00331, 00340, 00350, 00390, 00405, 00440, 00442, 00445, 00470, 00490, 00495, 00596B, 00620, 00641, 00730, 00745, 00748, 00749, 00759, 00850, 00855, 00865, 00867, 00905, 00910, 00940, 00950, 00960, 00962, 00963, 00970, 00990, 01012, 01030, 01040, 01050, 01069, 01070, 02001, 02320, 02415, 02440, 02450, 02530, 02560, 02630, 02690, 02830, 02910, 02926

Electronic copies of this ITB and attachments, if any, can be obtained from the Oregon Buys website <https://oregonbuys.gov> and search either of the numbers listed above within Bid Solicitations.

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C18 GENERAL CONSTRUCTION
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R15	RESURFACING EXHIBIT
S1	SIGNING AND STRIPING
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INTRODUCTION

1.1 Description of Work

Construction of earthwork, storm pipe, asphalt concrete paving, and traffic signal modification on Hayesville Drive: NE Portland Road - Fuhrur Street (Salem), as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$5,000,000 to \$10,000,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time and Place of Receiving Bids

Submit paper or emailed bids as specified in 00120.45 by 2:00 p.m. on May 24, 2022 (Bid Closing). It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Paper bids shall be received by Tim Beaver, Contracts Specialist, c/o Receptionist, at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Paper bids will be considered time-stamped and received by the Agency upon receipt by the Receptionist.

Emailed Bids will be considered time-stamped and received by the Agency when they are received at PO_Contracts@co.marion.or.us. Email subject line shall be clearly marked "Attention: Tim Beaver, Contracts Specialist – Bid # PW1086-22" and the Bidder must include their name, address and contact information in the body of the email. Emailed bids shall be in PDF format.

Paper and emailed bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol/> under the solicitation number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than November 1, 2024.

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

1.5 Class of Project

This is a Federal-Aid Project.

1.6 Class of Work

The Class of Work for this Project is either:

Earthwork and Drainage, Miscellaneous Highway Appurtenances and Temporary Traffic Control, Asphalt Concrete Paving, Electrical, and Landscaping.

1.7 Project Information

Information pertaining to this Project may be obtained from the following persons at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Tim Beaver

503-365-3100

pwcontracts@co.marion.or.us

Chalyce MacDonald

503-566-4139

pwcontracts@co.marion.or.us

1.8 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx.

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, available for download on the Marion County website at:
<https://www.co.marion.or.us/PW/Engineering/Documents/2021%20MCPW%20General%20Conditions.pdf>

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.10 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

The combined applicable federal prevailing wage rates and the existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification
- DBE Commitment Certification and Utilization Form (if assigned contract goal is greater than zero)

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

BID SCHEDULE
Marion County Public Works
Hayesville Drive: NE Portland Rd - Fuhrer St (Salem)
Marion County Bid Solicitation #: PW1086-22
OregonBuys Bid Solicitation #: S-C25102-00002949
ECMS #: 2022-401

PROJECT NUMBER 1 - Hayesville Dr. NE

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
50.100	FEDERAL ON-THE-JOB-TRAINING	1,110.00	Hour	\$20.00	\$22,200.00
210.100	MOBILIZATION	1.00	Lump Sum	\$777,777.77	\$777,777.77
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$159,800.00	\$159,800.00
225.070	TEMPORARY SIGNS	1,400.00	Square Foot	\$33.00	\$46,200.00
225.112	TEMPORARY BARRICADES, TYPE II	10.00	Each	\$55.00	\$550.00
225.114	TEMPORARY BARRICADES, TYPE III	30.00	Each	\$165.00	\$4,950.00
225.155	TEMPORARY STRIPING	10,000.00	Foot	\$0.18	\$1,800.00
225.182	PEDESTRIAN CHANNELIZING DEVICE	2,600.00	Foot	\$26.00	\$67,600.00
225.250	TEMPORARY REFLECTIVE PAVEMENT MARKERS	750.00	Each	\$5.50	\$4,125.00
225.276	TEMPORARY REMOVABLE TAPE	2,000.00	Foot	\$2.50	\$5,000.00
225.330	STRIPE REMOVAL	1,500.00	Foot	\$0.76	\$1,140.00
225.410	SEQUENTIAL ARROW SIGNS	4.00	Each	\$5,300.00	\$21,200.00
225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	4.00	Each	\$19,500.00	\$78,000.00
225.490	FLAGGERS	2,000.00	Hour	\$56.00	\$112,000.00
225.493	TRAFFIC CONTROL SUPERVISOR	30.00	Day	\$650.00	\$19,500.00
225.497	FLAGGER STATION LIGHTING	4.00	Each	\$4,000.00	\$16,000.00
225.510	PILOT CARS	72.00	Hour	\$70.00	\$5,040.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$25,000.00	\$25,000.00
280.165	CHECK DAMS, TYPE 3	8.00	Each	\$90.00	\$720.00
280.191	INLET PROTECTION, TYPE 4	2.00	Each	\$100.00	\$200.00
280.192	INLET FILTER INSERTS, TYPE 3	79.00	Each	\$55.00	\$4,345.00
280.260	BIOFILTER BAGS	750.00	Each	\$6.35	\$4,762.50
280.420	SEDIMENT FENCE, TYPE 1	220.00	Foot	\$5.00	\$1,100.00
290.100	POLLUTION CONTROL PLAN	1.00	Lump Sum	\$5,000.00	\$5,000.00
294.150	HEALTH AND SAFETY PLAN	1.00	Lump Sum	\$5,000.00	\$5,000.00
294.220	CONTAMINATED SOIL REMOVAL AND DISPOSAL	1,000.00	Ton	\$61.00	\$61,000.00
295.100	REMOVAL OF ASBESTOS CEMENT PIPE	100.00	Foot	\$42.00	\$4,200.00
305.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$145,000.00	\$145,000.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$650,000.00	\$650,000.00
320.100	CLEARING AND GRUBBING	1.00	Lump Sum	\$100,000.00	\$100,000.00
330.100	GENERAL EXCAVATION	6,000.00	Cubic Yard	\$32.00	\$192,000.00
331.200	12" SUBGRADE STABILIZATION	750.00	Square Yard	\$33.00	\$24,750.00
350.180	SUBGRADE GEOTEXTILE	6,550.00	Square Yard	\$2.00	\$13,100.00
445.114	6" STORM SEWER PIPE	2,250.00	Foot	\$60.00	\$135,000.00
445.124	8" STORM SEWER PIPE	700.00	Foot	\$95.00	\$66,500.00

445.144	12" STORM SEWER PIPE	1,870.00	Foot	\$120.00	\$224,400.00
445.159	18" STORM SEWER PIPE	1,390.00	Foot	\$175.00	\$243,250.00
445.174	24" STORM SEWER PIPE	1,830.00	Foot	\$212.00	\$387,960.00
445.184	30" STORM SEWER PIPE	320.00	Foot	\$370.00	\$118,400.00
445.194	36" STORM SEWER PIPE	140.00	Foot	\$520.00	\$72,800.00
445.442	CLEANOUT, 6"	2.00	Each	\$1,500.00	\$3,000.00
445.715	RELOCATE SANITARY SEWER SERVICE	300.00	Foot	\$72.00	\$21,600.00
470.090	CONCRETE STORM SEWER MANHOLES	26.00	Each	\$7,000.00	\$182,000.00
470.152	CONCRETE MANHOLES, 24"	2.00	Each	\$3,000.00	\$6,000.00
470.153	CONCRETE MANHOLE, 60"	3.00	Each	\$9,000.00	\$27,000.00
470.330	CATCH BASINS, YARD DRAIN, 10"	79.00	Each	\$1,400.00	\$110,600.00
470.400	CONCRETE INLETS, TYPE G-2, TYPE 2 GRATE	36.00	Each	\$3,100.00	\$111,600.00
470.410	CONCRETE DITCH INLETS, TYPE D, TYPE 1 GRATE	1.00	Each	\$3,500.00	\$3,500.00
470.432	FLOW CONTROL STRUCTURE	4.00	Each	\$22,000.00	\$88,000.00
490.100	MINOR ADJUSTMENT OF MANHOLES, POSTPAVING	71.00	Each	\$900.00	\$63,900.00
490.150	MAJOR ADJUSTMENT OF MANHOLES	1.00	Each	\$3,000.00	\$3,000.00
490.300	ADJUST BOXES	58.00	Each	\$250.00	\$14,500.00
596.390	RETAINING WALL, PREFABRICATED MODULAR GRAVITY	1.00	Lump Sum	\$20,000.00	\$20,000.00
620.214	COLD PLANE PAVEMENT REMOVAL, 0-4" DEEP	14,000.00	Square Yard	\$4.40	\$61,600.00
620.305	COLD PLANE PAVEMENT REMOVAL, REPAIR AREAS	2,000.00	Square Yard	\$4.50	\$9,000.00
641.160	AGGREGATE BASE	7,500.00	Ton	\$55.00	\$412,500.00
730.100	EMULSIFIED ASPHALT FOR TACK COAT	55.00	Ton	\$0.10	\$5.50
745.225	LEVEL 2, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	550.00	Ton	\$127.00	\$69,850.00
745.251	LEVEL 2, 1/2" DENSE, PG 64-22, ACP	2800.00	Ton	\$112.00	\$313,600.00
745.262	LEVEL 2, 1/2" DENSE, PG 64-22, ACP, IN BASE PLUG	1000.00	Ton	\$100.00	\$100,000.00
745.421	LEVEL 3, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	150.00	Ton	\$150.00	\$22,500.00
745.451	LEVEL 3, 1/2" DENSE, PG 64-22, ACP	800.00	Ton	\$120.00	\$96,000.00
745.481	LEVEL 3, 1/2" DENSE, PG 64-22, ACP, IN BASE PLUG	300.00	Ton	\$140.00	\$42,000.00
748.035	6" ASPHALT CONCRETE PAVEMENT REPAIR	750.00	Square Yard	\$15.00	\$11,250.00
749.095	EXTRA FOR ASPHALT APPROACH	47.00	Each	\$300.00	\$14,100.00
759.100	CONCRETE CURBS, CURB AND GUTTER	11,500.00	Foot	\$32.00	\$368,000.00
759.120	CONCRETE CURBS, STANDARD	200.00	Foot	\$40.00	\$8,000.00
759.200	CONCRETE DRIVEWAYS	29,300.00	Square Foot	\$11.00	\$322,300.00
759.202	CONCRETE DRIVEWAY CONNECTIONS	11,200.00	Square Foot	\$9.00	\$100,800.00
759.250	CONCRETE WALKS	25,000.00	Square Foot	\$5.00	\$125,000.00
759.310	MONOLITHIC CURB AND SIDEWALKS	20,500.00	Square Foot	\$7.00	\$143,500.00

759.355	METAL HANDRAIL, TWO RAIL	100.00	Foot	\$180.00	\$18,000.00
759.400	CONCRETE SIDEWALK RAMPS	66.00	Each	\$800.00	\$52,800.00
759.430	TRUNCATED DOMES ON NEW SURFACES	66.00	Each	\$330.00	\$21,780.00
850.102	PAVEMENT LEGEND, TYPE B-ARROWS	12.00	Each	\$250.00	\$3,000.00
850.204	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE SYMBOL	20.00	Each	\$240.00	\$4,800.00
860.200	BI-DIRECTIONAL YELLOW TYPE I MARKERS	250.00	Each	\$6.00	\$1,500.00
862.110	METHYL METHACRYLATE, PROFILE, 120 MIL, EXTRUDED	37,000.00	Foot	\$1.82	\$67,340.00
867.300	PAVEMENT BAR, TYPE B	1,000.00	Square Foot	\$7.85	\$7,850.00
905.150	REMOVE AND REINSTALL EXISTING SIGNS	1.00	Lump Sum	\$25,000.00	\$25,000.00
910.100	WOOD SIGN POSTS	700.00	Foot Board	\$28.00	\$19,600.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	160.00	Square Foot	\$41.00	\$6,560.00
963.210	42 INCH DIAMETER SIGNAL SUPPORT DRILLED SHAFT	54.00	Foot	\$835.00	\$45,090.00
970.296	LIGHTING POLES AND ARMS	1.00	Lump Sum	\$10,000.00	\$10,000.00
970.320	LUMINAIRES, LAMPS AND BALLASTS	1.00	Lump Sum	\$5,000.00	\$5,000.00
970.350	SWITCHING, CONDUIT AND WIRING	1.00	Lump Sum	\$50,000.00	\$50,000.00
980.090	RECTANGULAR RAPID FLASHING BEACON SYSTEM COMPLETE	1.00	Lump Sum	\$50,000.00	\$50,000.00
990.150	TRAFFIC SIGNAL MODIFICATIONS	1.00	Lump Sum	\$500,000.00	\$500,000.00
990.200	INTERCONNECT SYSTEM INSTALLATION	1.00	Lump Sum	\$100,000.00	\$100,000.00
1012.106	WATER QUALITY BIOSWALES	3,600.00	Foot	\$148.00	\$532,800.00
1012.115	WATER QUALITY PLANT ESTABLISHMENT	1.00	Lump Sum	\$32,000.00	\$32,000.00
1030.351	LAWN SEEDING	1.00	Lump Sum	\$5,364.00	\$5,364.00
1040.130	TOPSOIL	1.00	Lump Sum	\$32,550.00	\$32,550.00
1040.190	BARK MULCH	200.00	Cubic Yard	\$57.00	\$11,400.00
1070.100	SINGLE MAILBOX SUPPORTS	5.00	Each	\$640.00	\$3,200.00
1070.200	MULTIPLE MAILBOX SUPPORTS	5.00	Each	\$1,200.00	\$6,000.00
1070.300	MAILBOX CONCRETE COLLARS	10.00	Each	\$350.00	\$3,500.00
1070.600	MAILBOX WITH NUMBERS	10.00	Each	\$350.00	\$3,500.00
1070.650	MAILBOX, LOCKING, WITH NUMBERS	10.00	Each	\$600.00	\$6,000.00
1070.700	REMOVE AND RELOCATE EXISTING CLUSTER BOX UNIT	7.00	Each	\$3,200.00	\$22,400.00
9999.469	BENCH	2.00	Each	\$2,000.00	\$4,000.00

ECMS 2022-401 - PROJECT NUMBER 1 TOTAL

\$8,353,109.77

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BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$50,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$18,809,734.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	Troutdale, OR
Owners Name	ODOT/Chris Aguon
Type of Work	Grading, Drainage, Structures, Paving, Sign, Illumination
% Completed	99%
Estimated Completion Date	November 2020

Contract #2

Location (city/state)	McMinnville, OR
Owners Name	ODOT/Vidal Francis
Type of Work	Grading, Drainage, Structure, Paving
% Completed	100%
Estimated Completion Date	October 2019

Contract #3

Location (city/state)	Salem, OR
Owners Name	Marion County/Shane Ottosen
Type of Work	Roadwork, Pipe, Sewer, ADA, Clearing, Drainage, Paving
% Completed	100%
Estimated Completion Date	September 2014

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Shon Heern
Business or Employer	David Evan & Associates
Telephone	(503) 361-8635
Project Name/\$ Amount	I-5: California State Line \$25,780,840

#2 Project Owner Reference

Reference Name	Don Duey
Business or Employer	ODOT
Telephone	(541) 396-3707
Project Name/\$ Amount	OR542: Rhoda Creek \$2,156,440

#1 Subcontractor Reference

Reference Name	Mike Schimmenti
Business or Employer	Malcolm Drilling
Telephone	(253) 395-3300
Project Name/\$ Amount	I-84: Graham Rd. \$930,000

#2 Subcontractor Reference

Reference Name	Jerry May
Business or Employer	Bar-M Steel Commercial
Telephone	(503) 512-7673
Project Name/\$ Amount	I-5: California State Line \$150,100

The name of the Bidder who is submitting this Bid Certification is:

Company: Carter & Company, Inc.
(Print or Type)

Address: 4676 Commercial St. SE #203
(Print or Type)

City, State Zip Salem, OR 97302
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Matthew T. Carter _____

Dated this 24th day of May, 2022

Construction Contractor's
Board Registration Number

103592

Carter & Company, Inc.
Firm Name

Signature of Bidder

Matthew T. Carter
Name Print or Type

President
Title Print or Type

Telephone No (503) 371-4582

Tax ID # 93-1158759

Business Organization: (Check one)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other _____ |

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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ Carter & Company, Inc.
_____, hereinafter called the Principal, and Liberty Mutual Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Massachusetts duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of Ten Percent of Total Amount Bid Dollars (\$10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Haysville Drive NE: Portland Road - Fuhrer Street (Salem) said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this 19th day of May, 2022.

A certified copy of the Agent's
Power-of-Attorney must be
Attached hereto.

Carter & Company, Inc.
 Principal 
 By: _____
 Liberty Mutual Insurance Company
 Surety
 By: 
 Attorney-in-Fact Tracy Stewart



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200178-905038**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of May, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Carter & Company, Inc. as PRINCIPAL (hereinafter called CONTRACTOR) and surety a corporation organized and existing under and by virtue of the laws of the state of state, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY, as OBLIGEE (hereinafter called MARION COUNTY), the amount of Eight Million Three Hundred Fifty Three Thousand One Hundred Nine Dollars and Seventy Seven Cents (\$8,353,109.77) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated contract signed month, day, 2022, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Hayesville Drive: NE Portland Road - Fuhrer Street (Salem).

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Construction of Hayesville Drive: NE Portland Road - Fuhrer Street (Salem) are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.


This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of July, 2022.

Liberty Mutual Insurance Company
SURETY

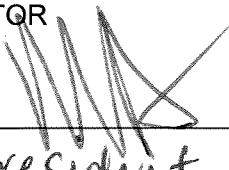
By: Tracy Stewart 
Title: Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Carter & Company, Inc.
CONTRACTOR

By: 
Title: President

4676 Commercial Street SE #203
Street Address

Salem, OR 97302
City, State ZIP

(503) 371-4582
Phone Number

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Carter & Company, Inc. as PRINCIPAL and surety a corporation organized and existing under and by virtue of the laws of the state of state, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Eight Million Three Hundred Fifty Three Thousand One Hundred Nine Dollars and Seventy Seven Cents (\$8,353,109.77) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated contract signed month, day, 2022, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Hayesville Drive: NE Portland Road - Fuhrer Street (Salem).

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of July, 2022.

Liberty Mutual Insurance Company
SURETY

By: Tracy Stewart

Title: Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Carter & Company, Inc.
CONTRACTOR

By: _____

Title: President

4676 Commercial Street SE #203
Street Address

Salem, OR 97302
City, State ZIP

(503) 371-4582
Phone Number



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200178-905038**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of July, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

 X Yes No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Carter & Company, Inc.

Name/Title Matthew T. Carter, President

Address 4676 Commercial St. SE #203
Salem, OR 97302

Signature 

Date May 24, 2022

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to Tim Beaver, Procurement Specialist, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **NOT LATER THAN** two (2) working hours after the time Bids are due.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Hayesville Dr. NE Portland Rd - Fuhrer St. (Salem)
 ECMS Contract # 2022-401
 Bid Opening Date May 24, 2022
 Name of Bidding Contractor Carter & Company, Inc.

☐ CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <u>River Bend Construction</u>	Dollar Amount <u>\$ 691,355.⁰⁰</u>
Category of Work <u>Paving</u>	

Firm Name <u>Aaken Corporation Electrical Contractors</u>	Dollar Amount <u>\$ 598,897.⁰⁰</u>
Category of Work <u>Electrical</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

1. DBE Policies, Obligations, Applicabilities, and Authorities

According to 49 CFR Part 26, all ODOT, all Bidders, and all Contractors shall agree to abide by and take all necessary and reasonable steps to comply with the DBE policies, obligations, applicabilities and authorities listed in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

The "assigned DBE contract goal" for this project is referred to in the project Special Provisions.

2. Eligibility Requirements for DBE Participation on Projects

Participation shall be accomplished by including certified DBEs in any part of the Contract work that is necessary to complete the Contract obligation. A certified DBE may participate as a prime Contractor, subcontractor, joint venture, material supplier, material manufacturer, or professional service provider.

Only those firms certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a DBE in the types of work selected shall be eligible to fulfill required DBE participation Contract obligations.

3. Crediting of DBE Participation Toward Meeting the Assigned DBE Contract Goal

(a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE contract goal shall be granted only when a listed firm is currently certified by COBID as a DBE. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by COBID as a DBE firm or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify each DBE firm's certification by:

- 1) requesting a copy of the DBE certification letter from the committed DBE firm and contacting COBID at 503-986-0075 to confirm the firm's current certification status; or
- 2) accessing information on certification and the updated Certification Directory of DBEs by going to the COBID website at <https://www.oregon4biz.com/How-We-Can-Help/COBID/>

For joint ventures, the percentage of DBE participation to be credited toward the assigned DBE contract goal will be determined and approved by ODOT prior to Bid Opening on the basis of information submitted in the joint venture application according to Item No. 6 DBE Participation through Joint Venture.

(b) Crediting of DBE Participation Subsequent to Contract Award

The total dollar value of and the scope of work for the DBE commitment as shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall be credited toward meeting the assigned DBE contract goal, provided the DBE performs a Commercially Useful Function according to 49 CFR 26.55(c)(1).

(c) Crediting of DBE Participation through the Use of DBE Manufacturers

The Bidder may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

The Bidder may count 100% of its expenditures for a DBE firm that furnishes and places these materials **only if** the DBE firm is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE shall negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of its contract. Invoices for materials must be invoiced to the DBE firm and not to the Contractor.

(d) Crediting of DBE Participation Through Use of DBE Regular Dealers

The Bidder may count only 60% of the committed amount for the cost of supplies and materials from regular dealers toward meeting the assigned DBE contract goal. According to 49 CFR 26.55(e)(2)(i) a DBE regular dealer owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

No credit will be granted if the Contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the Contractor and the DBE jointly and be paid by the Contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from ODOT.

No credit will be granted if the Contractor deducts from the amounts owed to DBE firms for work performed the costs for: (1) materials and service ordered by the DBE firm and used by the DBE in performing its work, (2) purchase price of supplies or materials acquired from the Contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the Contractor by the DBE firm and used by the DBE in performing its work. Credit shall be withheld where such costs have been deducted from dollar amounts paid to DBE firms for work performed.

(e) Crediting of DBE Participation through Use of DBE Service Providers

Credit toward meeting the assigned DBE contract goal through use of DBE service providers shall be granted for:

(1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies. The fee must be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(4) The total dollar value of payments to the DBE for which a Commercially Useful Function was performed in delivering a professional, technical and/or expert service.

(f) Crediting of DBE Participation Through Use of DBE Owner/Operator Trucking

A DBE owner/operator must own and operate at least one truck and be certified by COBID.

In order for the Contractor or subcontractor to be credited and receive payment for DBE owner/operator trucking participation, a valid agreement that includes or has attached the following information must be submitted to the Engineer:

- (1) Driver's name;
- (2) Copy of driver's license;
- (3) Vehicle identification number;
- (4) Copy of vehicle registration;
- (5) Motor vehicle license plate number;
- (6) Motor Carrier Plate Number;
- (7) Copy of ODOT Motor Carrier 1A Permit;
- (8) Name of owner/operator from the side of the truck; and
- (9) Method of payment (hour, ton or load)

(g) Crediting of DBE Participation Through Use of DBE Trucking Firms

In order for the Contractor to receive credit and payment for the use of a DBE trucking firm, the trucking firm must be covered by a subcontract or written agreement, and the Engineer must have granted consent to that subcontract or agreement prior to the beginning of the work.

4. Documentation of Bidders' Proposed DBE Participation

(a) DBE Commitment Certification and Utilization Form

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall become a part of the resulting Contract. This certification and utilization form shall be used to determine the Bidder's responsiveness to the DBE requirements.

If the assigned DBE contract goal is greater than zero, the Bidder must complete and sign the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The form must be completed and signed by the Bidder's authorized representative. In Part I of the form, the Bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Should the Bidder fail to completely fill out, sign, and submit the form with the bid when the assigned DBE contract goal is greater than zero, the Bidder will be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the assigned DBE contract goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE Bidders for a Contract. In determining whether a DBE Bidder for a Contract 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, suppliers, or service providers will be counted.

DBEs bidding as prime Contractors shall complete the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM indicating the percentage of work to be performed by its own forces as well as the work to be performed by other committed DBEs to meet the assigned DBE contract goal.

(c) DBE Commitment Certification Form Part II - Good Faith Efforts

Should bidders not meet the assigned DBE contract goal for DBE participation, they must demonstrate good faith efforts at the time of bid. ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal.

The Bidder shall provide additional information regarding good faith efforts per the requirements Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The Bidder must document the steps taken to obtain DBE participation, which demonstrate good faith efforts, such as those outlined below:

- (1) Evidence that the Bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the Bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the Bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the Bidder provided written notice to a reasonable number of specific DBEs, identified from the Certification Directory of DBEs for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
 - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.
- (6) Evidence that the Bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the Bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- (8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;
- (9) Evidence that the Bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- (10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other

organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

(11) Evidence that the Bidder used the services of ODOT's Supportive Services contractor(s).

(d) Failure to Comply

All Bidders, including certified DBE prime Bidders, shall submit a completed and signed DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM with its bid when the assigned DBE contract goal is greater than zero.

If the Bidder fails to properly and completely fill out the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM and/or to provide sufficient evidence of compliance with good faith effort requirements, the bid shall be considered non-responsive and the bid shall be rejected.

5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the bid documents, the following items will be considered in determining Contract Award:

(a) The Award of the Contract will be in the best interest of the State of Oregon and will assure that ODOT meets its commitment to its overall DBE goal.

(b) If the low Bidder offering a reasonable bid meets or exceeds the assigned DBE contract goal, that Bidder will be considered responsive to the DBE requirement.

(c) If a DBE's type of work listed on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM does not match the type of work for which the DBE is certified by COBID, then the firm's participation on that Contract cannot count toward the assigned DBE contract goal or overall DBE goals. The Bidder will be determined non-responsive unless the Bidder meets or exceeds the assigned DBE contract goal by committing sufficient other work to one or more certified DBE firms with matching types of work, or the Bidder has established sufficient good faith efforts.

(d) If the low Bidder has not met the assigned DBE contract goal, ODOT will review the documentation regarding its good faith effort activities to determine if the steps taken are satisfactory. If the steps taken are found satisfactory during the review process, that Bidder will be considered responsive to the DBE requirement. If the steps taken are not found satisfactory, the bid will be considered non-responsive to the DBE requirement.

(e) If the low Bidder is determined to be non-responsive, ODOT, before awarding the Contract, will notify the Bidder in writing within 15 Calendar Days of the Bid Opening. The notification will include the reason for the determination and provide the Bidder an opportunity for administrative reconsideration.

Administrative Reconsideration includes:

(1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.

(2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.

(3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.

(4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

6. DBE Participation Through Joint Venture

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the ODOT Procurement Office under the provisions of ORS 279C.430 and Oregon Administrative Rule 731-007-0520 through 731-007-0540. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. The pre-qualification application must be received by ODOT Procurement Office - Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

7. DBE Contract Compliance After Award and Before Contract Execution

ODOT will send the successful Bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within 10 Calendar Days after Award and prior to Contract execution, the successful Bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

The successful Bidder shall submit the following breakdown information: bid item, type of work, bid quantity and unit, unit price, and total price. Furthermore, the successful Bidder shall indicate partial work on a bid item and explain the partial item work. If trucking is a DBE committed work

item, the successful Bidder shall indicate if the DBE firm is an owner/operator trucking firm. The Contractor and the Committed DBE Contractor shall sign the form.

FAILURE TO PROVIDE DETAILED DBE INFORMATION TO ODOT WITHIN TEN CALENDAR DAYS AFTER AWARD SHALL BE CAUSE FOR CANCELLATION OF THE AWARD AND WITHDRAWAL OF THE CONTRACT AND MAY BE CAUSE FOR FORFEITURE OF THE BID GUARANTY.

8. Information Relating to Contractors Soliciting Project Participation (Bidders List)

Within ten Calendar Days after Bid Opening, all Bidders shall provide information requested in the Subcontractor Solicitation and Utilization Report, (see appendix), listing bona fide bids or quotes received on this project. The information provided will be used to construct a Bidders List required by 49 CFR 26.11(c).

9. Information Relating to the DBE Requirements on this Project

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact in writing, the DBE Program Manager no 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

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Project Name Hayesville Dr: NE R41d. Rd - Fuhrer Bid Opening Date 5/24/22

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

This DBE Certification and Utilization Form applies solely to meeting the assigned DBE contract goal for DBE participation. If the assigned DBE contract goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. SHOULD THE BIDDER FAIL TO COMPLETELY FILL OUT, SIGN, AND SUBMIT THIS FORM WITH THE BID WHEN THE ASSIGNED DBE CONTRACT GOAL IS GREATER THAN ZERO, THE BIDDER WILL BE CONSIDERED NON-RESPONSIVE. This certification shall be deemed a part of the resulting contract.

The Bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE's.

If the Bidder is submitting evidence of good faith efforts to secure participation, Bidder certifies that the good faith efforts documentation is true, accurate and correctly reports the actions taken by the Bidder.

Matthew T. Carter
Bidder's Authorized Representative (PRINT)

Bidder's Authorized Representative (SIGN)

5/24/22
Date

Carter & Company, Inc
Name of Contractor (Company Name)

PART I

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of DBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****
Fox Erosion Control + Landscape Inc.	landscape	SUB	\$236,734-		
High Quality Traffic Control, LLC	Flagging	SUB	\$117,040-		
Eugene William Construction, LLC	paving oil supply	Supp.	\$141,160-		
Cutter Construction Co Inc.	trucking	SUB	\$234,000-		

* From " Certification Office of Business Inclusion and Diversity " ** From "Function" column below. *** From "Goal Participation %" column below.
**** (Subcontract Amount x Goal Participation %)

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	ASSIGNED DBE CONTRACT GOAL %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	TOTAL DBE AMOUNT	\$
DBE Manufacturer	100% (of material expenditure amount)	TOTAL BID AMOUNT	\$
Service Provider	100% (of fee or commission)	DBE COMMITMENT (TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT) (calculated to two decimal places (0.01))	%
Broker	100% (of brokerage fee only)		

Additional sheets may be used by copying this form.
Bidder must sign each additional sheet to certify its content and completion of form.

PART II

If Bidder's participation commitment to eligible DBEs is less than the assigned DBE contract goal, Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation.

Bidder's documentation of "good faith efforts" shall meet the requirements provided in the Disadvantaged Business Enterprise (DBE) Commitment Requirements, item no. 4(c) DBE Commitment Certification Form Part II - Good Faith Efforts, which outlines the activities considered for good faith efforts.

DBE INFORMATION

GENERAL INFORMATION

It is the policy of the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with USDOT funds under this agreement.

A full explanation of DBE Participation Goals and Requirements is in Sections 03.00 and 04.00 of the DBE Supplemental Required Contract Provisions.

Firms certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation on contracts funded in whole or in part with U.S. Department of Transportation (USDOT) funds.

Responsiveness is based on the DBE firm's certification status at time of Bid Opening. Contractors should not rely upon past experiences and verbal assurances of firms listed or non-listed.

Services and Commodity Codes reflect information provided by the certified DBE Firms and is not used as a pre-qualification factor by ODOT.

All Bidders, including DBE prime Bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to ODOT Office of Civil Rights, DBE Program, within 10 Calendar Days after the Bid Opening date.

WEBSITES

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Goal and Timetable for Female Utilization Statewide

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.

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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 PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

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

Monitoring and Compliance

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review 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 nonsegregated 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.

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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:

Covered Areas

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

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

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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:

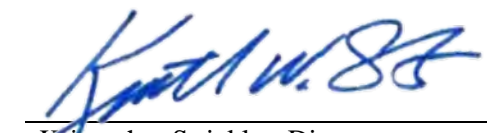
1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 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](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

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

01.00 DBE Policy and Authorities:

(a) DBE Policy, Required Assurance, and Applicability - As required by 49 CFR Part 26, the 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

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ASSIGNED DBE CONTRACT GOAL

The minimum Assigned DBE Contract Goal for this Project is 8%.

(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.

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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.

Project Wage Rates

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PREFACE

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

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

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

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U.S. Department of Labor

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

"General Decision Number: OR20220001 04/15/2022

Superseded General Decision Number: OR20210001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022
4	04/15/2022

BROR001-006 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

BROR001-007 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

CARP901-001 06/01/2020		

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 42.31	18.30
DIVER STANDBY.....	\$ 53.37	18.30

DIVERS TENDERS.....	\$ 47.14	18.30
DIVERS.....	\$ 91.14	18.30
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 47.14	18.30
MILLWRIGHTS.....	\$ 43.26	18.30
PILEDRIVERS.....	\$ 42.87	18.30

DEPTH PAY:

50 to 100 feet	\$2.00 per foot over	50 feet
101 to 150 feet	3.00 per foot over	50 feet
151 to 200 feet	4.00 per foot over	50 feet
over 220 feet	5.00 per foot over	50 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$1.25
 Zone 3 - 1.70
 Zone 4 - 2.00
 Zone 5 - 3.00
 Zone 6 - 5.00
 Zone 7 - 10.00

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

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

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

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

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

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

ZONE 7 - More than 100 miles from the respective City Hall.

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

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS

MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

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

 * ELEC0048-006 01/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

HOURLY ZONE PAY:

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

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

Zone Pay:

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

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

ELEC0112-001 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

ELEC0280-003 01/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 49.51	19.79
ELECTRICIAN.....	\$ 49.36	20.20

ELEC0291-006 12/01/2021

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 37.63	6%+15.40
ELECTRICIAN.....	\$ 34.21	6%+15.40

* ELEC0659-004 02/01/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 59.09	20.22
ELECTRICIAN.....	\$ 35.19	16.80

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

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR

ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

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

* ELEC0932-004 01/01/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	22.81

ENGI0701-005 01/01/2020

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84

and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton

through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip

Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler;

Boatman; Bobcat, skid steer (less than one (1) yard);
 Broom, self-propelled; Compressor Operator (any power)
 under 1,250 cu. ft. total capacity; Concrete Curing Machine
 (riding type); Concrete Saw; Conveyor Operator or
 Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler;
 Deckhand; Drill, Directional Locator; Fork Lift; Grade
 Checker; Guardrail Punch Oiler; Hydrographic Seeder
 Machine, straw, pulp or seed; Hydrostatic Pump Operator;
 Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump
 (any power); Rail, Brakeman, Switchman, Motorman; Rail,
 Tamping Machine, mechanical, self-propelled; Rigger; Roller
 grading (not asphalt); Truck, Crane Oiler-Driver

 IRON0029-004 01/03/2022

	Rates	Fringes
IRONWORKER.....	\$ 41.13	30.72

 LAB00737-001 06/01/2020

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 32.71	15.40

 LAB00737-008 06/01/2021

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 33.48	16.23
GROUP 2.....	\$ 34.71	16.23
GROUP 3.....	\$ 29.04	16.23

Zone Differential (Add to Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 2.00
 Zone 4 - 3.00
 Zone 5 - 5.00

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

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

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

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

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

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill

Operator; Grade Checker; Gunit Nozzleman; Hazardous Waste Laborer; High Scalers; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

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

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

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

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

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

PAIN0055-002 07/01/2019

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

PAIN0055-033 07/01/2020

	Rates	Fringes
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PAINTER

Area 1: CLACKAMAS,
CLATSOP, COLUMBIA,
GILLIAM, HOOD RIVER,
MARION, MULTNOMAH, MORROW,
POLK, SHERMAN, TILLAMOOK,
UMATILLA, UNION, WALLOWA,
WASCO, WASHINGTON, and
YAMHILL Counties

Painters.....\$ 27.14 13.34

Area 2: BAKER, BENTON,
CROOK, DESCHUTES, GRANT,
HARNEY, JEFFERSON, LAKE,
LANE, LINN, LINCOLN,
MALHEUR, and WHEELER
Counties

Painters.....\$ 24.14 13.34

Area 3: COOS, CURRY,
DOUGLAS, JACKSON,
JOSEPHINE, and KLAMATH
Counties

Painters.....\$ 22.14 13.34

All high work over 60 ft. = base rate + \$0.75

PLAS0555-001 07/01/2020

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	19.42
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	19.42
CEMENT MASONS.....	\$ 35.52	19.42
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	19.42

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 3.00

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

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall

TEAM0037-004 06/01/2020

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.08	16.40
GROUP 2.....	\$ 29.20	16.40
GROUP 3.....	\$ 29.34	16.40
GROUP 4.....	\$ 29.62	16.40
GROUP 5.....	\$ 29.85	16.40
GROUP 6.....	\$ 30.03	16.40
GROUP 7.....	\$ 30.24	16.40

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

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

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

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

Zone 4 - More than 50 miles and less than 80 miles from the

respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks;

Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

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

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

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

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

FOOTNOTE C:

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

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

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

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

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

* SUOR1991-003 04/01/1991

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISIO"

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ASBESTOS WORKER/INSULATOR

Firestop Containment

43.38

16.19

ELECTRICIAN

Area 1 (Region 14)

Electrician

40.97

18.58

Lighting Maintenance and Material Handler

19.95

10.00

Reference County

Malheur

Shift Differential

1st Shift "day"

Between the hours of 8:00am and 4:30pm

8 hours pay for 8 hours work

2nd Shift "swing"

Between the hours of 4:30pm and 1:00am

8 hours pay for 8 hours work plus 7.5% for all hours worked

3rd Shift "graveyard"

Between the hours of 12:30am and 9:00am

8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground

Add 1 ½ x the base rate

90+ feet to the ground

Add 2 x the base rate

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

Area 3 (Regions 4, 5, 6 and 7)

Electrician

43.97

22.81

Reference Counties

Coos

Curry

Douglas

Lane – **See Area 4**

Lincoln – **See Area 4**

Shift Differential

1st Shift "day"

Between the hours of 8:00am and 4:30pm

8 hours pay for 8 hours work

2nd Shift "swing"

Between the hours of 4:30pm and 1:00am

8 hours pay for 8 hours work plus 17% for all hours worked

3rd Shift "graveyard"

Between the hours of 12:30am and 9:00am

8 hours pay for 8 hours work plus 31% for all hours worked.

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ELECTRICIAN (continued)

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 6 (Regions 6, 8, 11 and 14)

Electrician	40.97	18.58
Lighting Maintenance and Material Handler	19.95	10.00

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate**

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

GLAZIER

43.77 24.45

(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER

28.03 14.18

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay	Base Rate / Fringe Rate
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IRONWORKER

41.13

30.72

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day

Zone 3 **8.75/hr.** or \$70.00 maximum per day

Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford

Portland

LIMITED ENERGY ELECTRICIAN

Area 3 (Regions 4, 5, 6 and 7)

33.42

20.14

Reference Counties

Benton
Coos

Curry
Douglas

Lane
Lincoln

Linn

Area 4 (Regions 3, 4, 5 and 10)

36.17

17.26

Reference Counties

Crook

Deschutes

Jefferson

Benton – **See Area 3 rate**

Linn – **See Area 3 rate**

Polk – **See Area 5 rate**

Lane – **See Area 3 rate**

Marion – **See Area 5 rate**

Yamhill – **See Area 5 rate**

LINE CONSTRUCTOR

Area 1 and Area 2 (All Regions)

Group 1

64.58

23.34

Group 2

57.66

23.13

Group 3

33.05

15.49

Group 4

49.59

19.69

Group 5

43.25

16.85

Group 6

35.75

16.62

Group 7

19.24

12.42

**AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022**

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

LINE CONSTRUCTOR (continued)

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	29.91	13.84
INDUSTRIAL PAINTING	31.71	13.84
BRIDGE PAINTING	37.38	13.84

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)</u>	50.68	35.00
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Reference Counties

Benton	Deschutes	Lake	Sherman
Clackamas	Douglas	Lane	Tillamook
Clatsop	Hood River	Lincoln	Wasco
Columbia	Jackson	Linn	Washington
Coos	Jefferson	Marion	Yamhill
Crook	Josephine	Multnomah	
Curry	Klamath	Polk	

Gilliam – **See Area 2 rate**

Wheeler – **See Area 2 rate**

<u>SOFT FLOOR LAYER</u>	37.77	17.33
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SPRINKLER FITTER

<u>Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)</u>	44.13	25.84
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Reference Counties

Benton	Douglas	Klamath	Multnomah
Clackamas	Gilliam	Lake	Polk
Clatsop	Grant	Lane	Sherman
Columbia	Harney	Lincoln	Tillamook
Coos	Hood River	Linn	Umatilla
Crook	Jackson	Malheur	Wasco
Curry	Jefferson	Marion	Washington
Deschutes	Josephine	Morrow	Wheeler
			Yamhill

AMENDMENTS TO OREGON DETERMINATION
EFFECTIVE APRIL 1, 2022

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

SPRINKLER FITTER (continued)

Area 2 (Regions 12, 13, 14)

37.81

25.83

Reference Counties

Baker

Union

Wallowa

Gilliam – **See Area 1 rate**

Malheur – **See Area 1 rate**

Umatilla – **See Area 1 rate**

Grant – **See Area 1 rate**

Morrow – **See Area 1 rate**

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2022





VAL HOYLE
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2022.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. In the 2021 Legislative Session, the Legislature passed [Senate Bill \(SB\) 493](#) which was signed by the Governor with the effective date of January 1, 2022. SB 493 amends state PWR law (ORS 279C.815) and provides that the prevailing rate of wage for each locality is the wage in the collective bargaining agreement that covers that occupation. If more than one collective bargaining agreement covers that occupation, the highest rate of wage among the collective bargaining agreements will prevail. Accordingly, the rates in this book are determined using wage information from current collective bargaining agreements for each trade and occupation for each of the 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

A handwritten signature in black ink that reads "Val Hoyle".

Val Hoyle
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli> as well as additional information and supporting documents and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates



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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2). ORS 279C.540(2); OAR 839-025-0034.

PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 **“PUBLIC WORKS BOND”** with the Construction Contractors’ Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

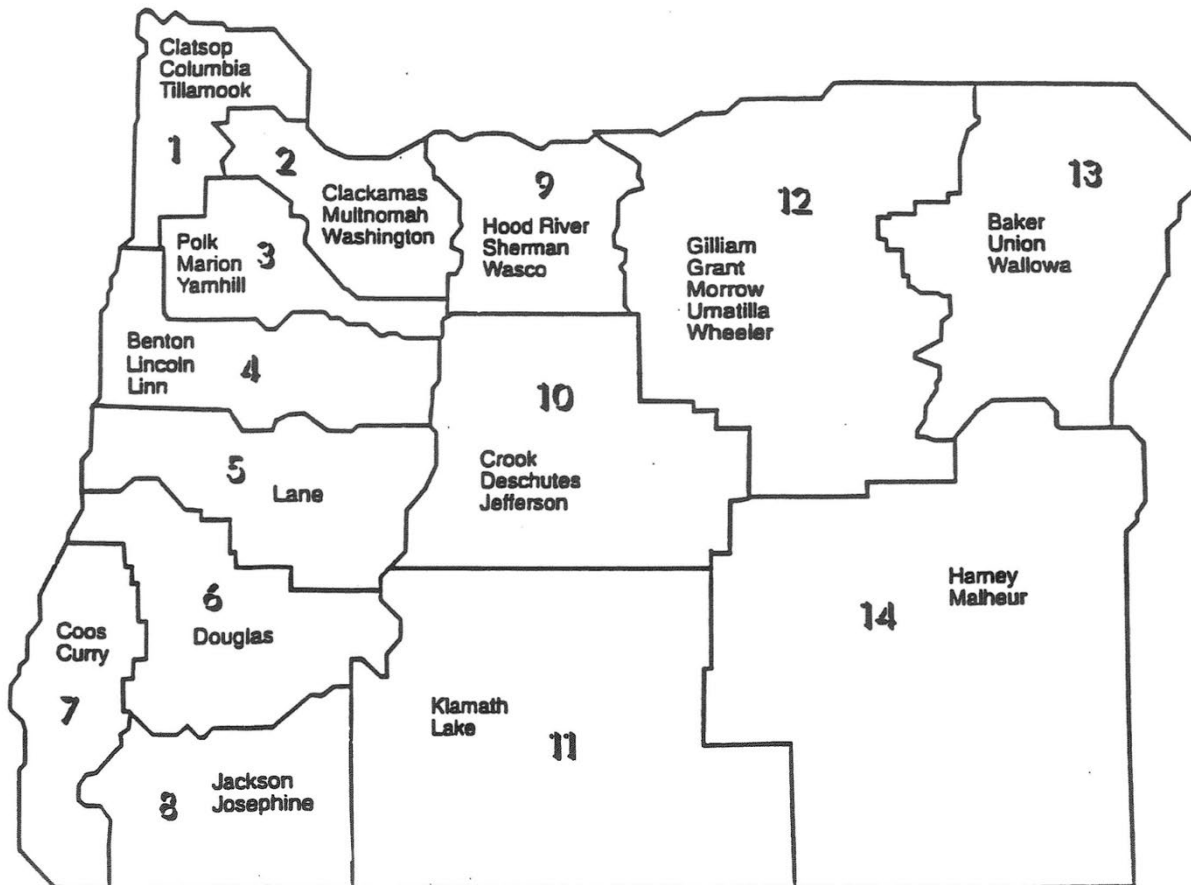
FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) Each region is comprised of one to five counties. See below instructions on locating the correct prevailing wage rate for your public works project.



To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.

2. *Find the correct occupation in the “Prevailing Wage Rate for Public Works Contracts” below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The “Prevailing Wage Rate Laws” handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 353-2416.

January 1, 2022

Prevailing Wage Rates by Occupations—Table of Contents

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ASBESTOS WORKER/INSULATOR

54.77 22.67

Firestop Containment

40.63 15.94

BOILERMAKER

40.46 30.59

BRICKLAYER/STONEMASON

41.83 23.18

(This trade is tended by "Tenders to Mason Trades")

(Add \$1.00 per hour to base rate for refractory repair work)

(Add \$1.00 per hour to base rate for Terrazzo work.)

CARPENTER**Zone A (Base Rate)**

Group 1	43.80	18.56
Group 2	43.97	18.56
Group 3	46.89	18.56
Group 4	Eliminated	
Group 5	44.38	18.56
Group 6	44.97	18.56

Zone Differential for Carpenters

(Add to Zone A Base Rate)

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

CARPENTER (continued)Group 3
(Millwright)

Zones for Group 3 Carpenter are determined by the distance between the project site and either

- 1) The worker's residence; or
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)Group 6
(Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and either

- 1) The worker's residence; or
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Welders shall receive the following hourly premium over the base wage rate, with an eight (8) hour minimum:

Group 1	\$2.19 per hour
Group 2	\$2.20 per hour
Group 3	\$2.34 per hour
Group 5	\$2.22 per hour
Group 6	\$2.25 per hour

When working with creosote and other toxic, treated wood and steel material, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Group 1	36.72	22.07
Group 2	37.51	22.07
Group 3	37.51	22.07
Group 4	38.30	22.07

See Zone Differentials on Page 8

CEMENT MASON (continued)**Zone Differential for Cement Mason**
(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER**Zone 1 (Base Rate)**

DIVER	93.09	18.56
DIVER TENDER	49.09	18.56

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of the nearest reference city listed below.

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles.

See Reference Cities on page 9

DIVER & DIVER TENDER (continued)Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:Depth Below WaterSurface (FSW)Daily Depth Pay

50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):Distance Traveled in the EnclosureDaily Enclosure Pay

0 – 25ft.	N/C
25 – 300 ft.	\$1.00 per foot from the entrance
300 – 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGERZone A (Base Rate)

Leverman (Hydraulic & Clamshell)	51.46	16.15
Assistant Engineer (Watch Engineer, Mechanic Machinist)	48.30	16.15
Tenderman (Boatman Attending Dredge Plant), Fireman	46.81	16.15
Fill Equipment Operator	45.64	16.15
Assistant Mate	42.94	16.15

Zone Differential for Dredgers

(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.

Zone B: More than 30 miles but not more than 60 miles.

Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER**Zone 1 (Base Rate)**

1. DRYWALL INSTALLER	43.59	18.26
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	43.59	18.26

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B	61-80 miles	6.00 per hour
Zone C	81-100 miles	9.00 per hour
Zone D	101 or more	12.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

ELECTRICIAN**Area 1 (Region 14)**

Electrician	38.49	17.74
Lighting Maintenance and Material Handler	19.95	10.00

Reference County

Malheur

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

Pursuant to ORS 279C.815(2)(b), the Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Electrician Areas 1 and 6.

ELECTRICIAN (continued)**Area 2 (Regions 12 and 13)**

Electrician	50.00	22.93
Cable Splicer	52.50	23.01

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3 (Regions 4, 5, 6 and 7)

Electrician	41.63	21.20
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Reference Counties

Coos	Curry	Douglas
Lane – See Area 4	Lincoln – See Area 4	

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4 (Regions 3, 4, 5, and 10)

Electrician	49.36	20.20
Cable Splicer	54.30	20.35
Lighting Maintenance/Material Handler	22.67	10.08

ELECTRICIAN (continued)**Reference Counties for Area 4**

Benton Crook	Deschutes Jefferson	Lane Linn	Lincoln
Marion – See Area 5 rate	Polk – See Area 5 rate	Yamhill – See Area 5 rate	

Shift Differential

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5 (Regions 1, 2, 3 and 9)

Electrician	53.85	27.84
Electrical Welder	59.24	28.00
Material Handler/Lighting Maintenance	30.69	19.62

Reference Counties

Clackamas Clatsop Columbia	Hood River Marion Multnomah	Polk Sherman Tillamook	Wasco Washington Yamhill
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Shift Differential

1 st Shift “day”	Between the hours of 7:00am and 5:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 3:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 11:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5-Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

ELECTRICIAN (continued)**Area 6 (Regions 6, 8, 11 and 14)**

Electrician	38.49	17.74
Lighting Maintenance and Material Handler	19.95	10.00

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate****Shift Differential**

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun’s chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC**Area 1 (Regions 12 and 13)**

Mechanic	59.70	43.48
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Reference Counties

Baker	Union	Wallowa
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Umatilla – **See Area 2 rate****Area 2 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)**

Mechanic	59.95	43.68
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Reference Counties

Benton	Douglas	Klamath	Multnomah	Deschutes
Clackamas	Gilliam	Lake	Polk	Josephine
Clatsop	Grant	Lane	Sherman	Morrow
Columbia	Harney	Lincoln	Tillamook	Wheeler
Coos	Hood River	Linn	Umatilla	Yamhill
Crook	Jackson	Malheur	Wasco	
Curry	Jefferson	Marion	Washington	

FENCE CONSTRUCTOR (NON-METAL)**29.40****11.35****FENCE ERECTOR (METAL)****22.40****4.86****GLAZIER****47.10****21.12**

(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER**27.03****13.18****HIGHWAY/PARKING STRIPER****36.47****14.22****Shift Differential**

Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am.

IRONWORKER**Zone 1 (Base Rate):****40.56****29.79****Zone Differential for Ironworker**

(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day

Zone 3 **8.75/hr.** or \$70.00 maximum per day

Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford

Portland

LABORER**Zone A (Base Rate):****Group 1****33.48****16.05****Group 2****34.71****16.05****Group 3****29.04****16.05****Group 4****23.04****16.05**

See Laborer Hazardous Waste Removal Differential and Zone Differential page 15.

LABORER (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Zone Differential for Laborers

(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	4.00 per hour
Zone F	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4)**23.04****16.05****LIMITED ENERGY ELECTRICIAN****Area 1 (Region 14)****33.76****14.26****Reference County**

Malheur

Pursuant to ORS 279C.815(2)(b), the Limited Energy Electrician Area 6 rate is the highest rate of wage among the collective bargaining agreements for Limited Energy Electrician Areas 1 and 6.

Area 2 (Regions 12 and 13)**33.19****15.16****Reference Counties**

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

LIMITED ENERGY ELECTRICIAN (continued)

Area 3 (Regions 4, 5, 6 and 7) 32.16 18.24

Reference Counties

Coos Curry Douglas
Lane – **See Area 4** Lincoln – **See Area 4**

Area 4 (Regions 3, 4, 5 and 10) 36.17 17.26

Reference Counties

Benton Jefferson Linn
Crook Lane Lincoln
Deschutes
Marion – **See Area 5 rate** Polk – **See Area 5 rate** Yamhill – **See Area 5 rate**

Area 5 (Regions 1, 2, 3 and 9) 44.23 22.30

Reference Counties

Clackamas Hood River Polk Wasco
Clatsop Marion Sherman Washington
Columbia Multnomah Tillamook Yamhill

Area 6 (Regions 6, 8, 11 and 14) 33.76 14.26

Reference Counties

Harney Josephine Lake
Jackson Klamath Malheur
Douglas – **See Area 3 rate**

LINE CONSTRUCTOR**Area 1 (All Regions)**

Group 1	62.40	23.21
Group 2	55.71	22.91
Group 3	33.05	15.49
Group 4	47.91	19.36
Group 5	41.78	16.78
Group 6	34.54	16.36
Group 7	19.24	12.42

Reference Counties

All counties

LINE CONSTRUCTOR (continued)**Area 2 (Region 14)**

Cable Splicer	62.40	23.21
Journeyman Lineman	55.71	22.91
Line Equip. Operator	47.91	19.36
Groundman	34.54	16.36

Reference County

Malheur – **See Area 1 rates**

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER 42.83 23.18

(This trade is tendered by "Tile, Terrazzo, & Marble Finishers")

(Add \$1.00 per hour to base rate for refractory repair work)

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	28.76	13.84
INDUSTRIAL PAINTING	30.56	13.84
BRIDGE PAINTING	36.23	13.84

DRYWALL TAPER**Zone A (Base Rate)** 41.10 18.75

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	39.65	18.98
Swinging Scaffold	40.65	18.98
Nozzlemans	41.65	18.98

Zone Differential for Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1 (Regions 13 and 14)</u>	33.00	16.57
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Reference Counties

Harney	Malheur
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Baker – **See Area 2 rates**

(Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more)

Zone Differential for Area 1
(Add to Base Rate)

Zone 1	2.50 per hour
Zone 2	3.50 per hour
Zone 3	5.00 per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

There shall be a maximum of ten (10) hours of zone pay per workday.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)**Area 2 (Regions 12 and 13)****53.00****33.39**Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Zone Differential for Area 2
(Add to Base Rate)Zone 2 **10.62**/hr. not to exceed \$80.00 day.

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for one-hour minimum increments)

Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)**48.93****34.04**Reference Counties

Benton	Deschutes	Lake	Sherman
Clackamas	Douglas	Lane	Tillamook
Clatsop	Hood River	Lincoln	Wasco
Columbia	Jackson	Linn	Washington
Coos	Jefferson	Marion	Yamhill
Crook	Josephine	Multnomah	
Curry	Klamath	Polk	

Gilliam – **See Area 2 rate**Wheeler – **See Area 2 rate****POWER EQUIPMENT OPERATOR**Zone 1 (Base Rate)

Group 1	51.65	16.35
Group 1A	53.81	16.35
Group 1B	55.97	16.35
Group 2	49.74	16.35
Group 3	48.59	16.35
Group 4	45.26	16.35
Group 5	44.02	16.35
Group 6	40.80	16.35

See Power Equipment Operator Zone 1 Map on page 21.

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

POWER EQUIPMENT OPERATOR (continued)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential**Two-Shift Operations:**

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Zone Pay Differential for Power Equipment Operator

(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

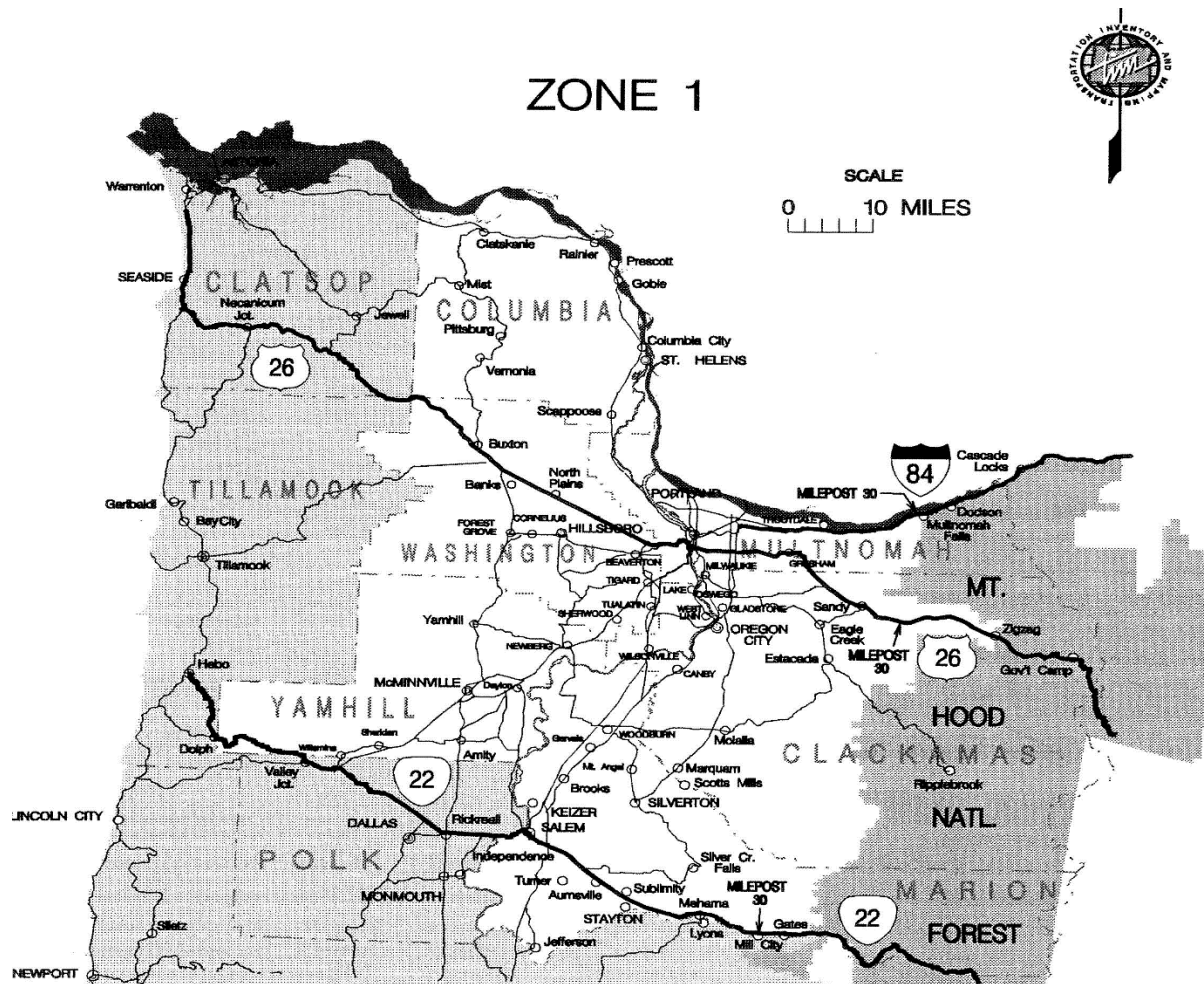
(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

POWER EQUIPMENT OPERATOR (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

POWER EQUIPMENT OPERATOR MAP



ROOFER**Area 1 (Regions 1, 2, 9, 10, 12 and 13)**

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Area 2 (Regions 3, 4, 5, 6, 7, 8, 10, 11 and 14)

Roofer	30.05	18.59
Handling coal tar pitch	32.05	18.59
Remove fiberglass insulation	31.55	18.59

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

Area 4 (Regions 12 and 13)

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference Counties

Umatilla	Union	Wallowa
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Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Area 5 (Region 12)

Roofer	37.43	20.19
Handling coal tar pitch	41.17	20.19
Remove fiberglass insulation	41.17	20.19

Reference County

Morrow

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

SHEET METAL WORKER**Area 1 (Regions 1, 2, 3, 4, 9 and 12)****44.05****24.28**Reference Counties

Benton	Grant	Morrow	Umatilla
Clackamas	Hood River	Multnomah	Wasco
Clatsop	Lincoln	Polk	Washington
Columbia	Linn	Sherman	Wheeler
Gilliam	Marion	Tillamook	Yamhill

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2 (Regions 13 and 14)

Reference CountiesBaker – **See Area 3 rate** Malheur – **See Area 6 rate****Area 3 (Regions 12 and 13)****42.35****23.87**Reference Counties

Baker Union Wallowa

Morrow – **See Area 1 rate** Umatilla – **See Area 1 rate**

(Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground)

(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4 (Regions 5 and 6)**36.38****21.74**Reference Counties

Douglas Lane

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 5 (Region 7)**36.72****22.77**Reference Counties

Coos Curry

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SHEET METAL WORKER (continued)**Area 6 (Regions 7, 8, 11 and 14)****30.93****20.53**Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Curry – **See Area 5 rate**

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 7 (Region 10)**34.01****20.36**Reference Counties

Crook	Deschutes	Jefferson
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER**33.75****19.35****SPRINKLER FITTER****Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)****42.15****25.30**Reference Counties

Benton	Douglas	Klamath	Multnomah
Clackamas	Gilliam	Lake	Polk
Clatsop	Grant	Lane	Sherman
Columbia	Harney	Lincoln	Tillamook
Coos	Hood River	Linn	Umatilla
Crook	Jackson	Malheur	Wasco
Curry	Jefferson	Marion	Washington
Deschutes	Josephine	Morrow	Wheeler
			Yamhill

Area 2 (Regions 12, 13, 14)**36.08****25.29**Reference Counties

Baker	Union	Wallowa
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Gilliam – **See Area 1 rate**
 Grant – **See Area 1 rate**

Malheur – **See Area 1 rate**
 Morrow – **See Area 1 rate**

Umatilla – **See Area 1 rate****TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)****36.54****16.05**

(Add \$0.50 to base rate for refractory repair work)

TENDER TO PLASTERER AND STUCCO MASON

<u>Zone A (Base Rate)</u>	36.37	16.80
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Zone Differential for Tender to Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B **6.00** per hour

Zone C **9.00** per hour

Zone D **12.00** per hour

Zone A: Projects located within 60 miles of city hall in the reference cities listed.

Zone B: More than 61 miles but less than 80 miles.

Zone C: More than 81 miles but less than 100 miles.

Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	Salem	The Dalles
Coos Bay	La Grande	Newport	Seaside	

(Add \$0.50 to base rate for refractory repair work)

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork

See [SHEET METAL WORKER RATE](#)

For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

<u>TILESETTER/TERRAZZO WORKER: Hard Tilesetter</u>	35.90	20.40
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(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

(Add \$1.00 to base rate refractory repair work)

(Add \$1.00 for Terrazzo work)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER	27.04	14.90
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(Add \$1.00 to base rate for refractory repair work)

(Add \$1.00 for Terrazzo work)

2. BRICK & MARBLE FINISHER	27.04	14.64
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(Add \$1.00 to base rate for refractory repair work)

TRUCK DRIVERZone A (Base Rate)

Group 1	30.09	16.73
Group 2	30.23	16.73
Group 3	30.37	16.73
Group 4	30.67	16.73
Group 5	30.91	16.73
Group 6	31.10	16.73
Group 7	31.32	16.73

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

Zone A: Projects within 30 miles of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Madras	Oregon City	Roseburg
Astoria	Coos Bay	Hood River	Medford	Pendleton	Salem
Baker	Corvallis	Klamath Falls	McMinnville	Portland	The Dalles
Bend	Eugene	La Grande	Newport	Port Orford	Tillamook
Bingen	Goldendale	Lakeview	Ontario	Reedsport	Vancouver
Brookings	Grants Pass	Longview			

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 353-2416.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Advanced Flagging & Pilot Car Inc. 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
3.	Barker, Michael 32966 Tennessee Road Lebanon, OR 97355	January 5, 2021	January 4, 2024
4.	Bell-Eddy, Kimberly 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
5.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
6.	Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217	November 24, 2020	November 23, 2023
7.	Canell, Angela 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214	November 24, 2020	November 23, 2023
8.	CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave. Salem, OR 97304	December 11, 2020	November 6, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
9.	Covington, Timothy aka Tim York 16055 NE Stanton St. Portland, OR 97230 2933 NE 11 th Ave. Portland, OR 97212 12231 NE Stanton St. Portland, OR 97230	April 13, 2021	April 12, 2024
10.	Diversified Masonry LLC PO Box 144 Ranchester, WY 82839	January 5, 2021	January 4, 2024
11.	Friedman, Jennifer 2526 Ellen Lane NW Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 4400 Salem-Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
12.	Friedman, Scott 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
13.	Graeme, Eugene 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
14.	Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
15.	Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
16.	High-N-Shine Concrete Floors 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Hoang, Lisa aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr, #206 Portland, OR 97213 731 N Hayden Meadows Dr, #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
18.	Kim Bell Flagging, Inc. 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
19.	Miller, David 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
20.	Nam, Sang In dba Cornerstone Janitorial Services 130 NE Danbury Ave. Hillsboro, OR 97124	September 20, 2016	Not to be Removed
21.	Nguyen, Hai T. 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
22.	NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
23.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2022**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
24.	Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC 731 NW Naito Parkway #215 Portland, OR 97209	June 17, 2020	Not to be Removed
25.	Polson, Pacharee 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
26.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
27.	Tatom, Alan 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	Thomas, Antonio 16400 NE Las Brisas Ct., Apt. 43 Portland, OR 97230 650 NE Holladay St. Portland, OR 97232 16400 NE Las Brisas Ct. Portland, OR 97230	February 5, 2021	February 4, 2024
29.	Walker, Phillip 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
30.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
31.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

Prevailing Wage Rate Laws Handbook

The 2022 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

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SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Replace this PART of the 2021 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2021, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these Special Provisions by reference.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions 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
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.05 Request for Invitation to Bid – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the OregonBuys website at <https://oregonbuys.gov/bso/> and then searching "Bid Solicitations" for "Marion County" or for the OregonBuys Bid Solicitation number listed in the advertisement and ITB cover sheet.

00120.30 Changes to Plans, Specifications or Quantities before Opening of Bids – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the OregonBuys website at <https://oregonbuys.gov/bso/>. Bidders shall be solely responsible to check OregonBuys for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

00120.40 Preparation of Bids - Replace subsection (a) with the following:

(a) General:

(1) Paper Bids - Bidders shall not alter, in any manner, the documents within the Invitation To Bid. Bidders shall complete the certifications and statements included in the Invitation To Bid according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Invitation To Bid. Entries on the paper documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall be in ink, except for changes and withdrawals submitted by email transmission as provided by 00120.60 (in which case signatures on the scanned document shall be considered originals).

(2) Electronic Bids - For Bids submitted by email, Bidders shall prepare the Bid documents as specified in 00120.40(a)(1) and scan the documents in a searchable Adobe format with a file size not to exceed 50mb.

00120.40(c) Bid Schedule Entries - Add the following subsection:

- (2) Electronic Bid Schedule Entries** - Using figures, Bidders shall fill in all bid item unit prices in the electronic Bid Schedule. The product of the unit price multiplied by the quantity given will automatically be calculated and entered as the total price for the bid item. The unit price shall be greater than zero. Once all unit prices are entered and the bid item amounts are calculated, the total amount of the Bid obtained by adding amounts for all items in the electronic Bid Schedule will be automatically calculated and entered. It is the Bidder's responsibility to verify the accuracy of all automatically-calculated figures.

00120.40(f) Disclosure of First-Tier Subcontractors – Revise this subsection as follows:

In the sentence “The Subcontractor Disclosure Form may be submitted ...”, delete “paper”.

Add the following after the first bullet that follows the sentence “The Subcontractor Disclosure Form may be submitted ...”:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid, signing and dating in ink, scanning it in Adobe format and submitting it together with the Bid documents at the time and to the email address designated for receipt of electronic Bids; or

Add the following to the end of the bullet list after the sentence “The Subcontractor Disclosure Form may be submitted ...”:

- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, scanning it in Adobe format and submitting it separately by email to pwcontracts@co.marion.or.us. The email subject line shall be plainly labeled “First-Tier Subcontractors for Bid on [Project name]”. Bidders must include their name and address and contact information in the body of the email.

After the sentence that begins with “Subcontractor Disclosure Forms submitted by any method will be considered late ...”, add the following two paragraphs:

The Agency is not responsible for partial, failed, illegible or partially legible email transmissions or submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

00120.45(b) Electronic Bids - Replace this subsection, except for the subsection number and title, with the following:

(b) Electronic Bids – Submit emailed Bids to PO_Contracts@co.marion.or.us. Emailed Bids will be considered time-stamped and received by the Agency at the time they are delivered to the designated email address. Email subject line shall be clearly marked “Bid for [Project name]” and include the Agency's Bid number. Bidders must include their name and address and contact information in the body of the email. .

It is the Bidder's responsibility to ensure that bids are received prior to the stated submission deadline and at the required email address. The Agency shall not consider late offers, withdrawals or modifications, except as permitted by Agency's Public Contracting Rules.

00120.60 Revision or Withdrawal of Bids - In the first sentence, after the word “....paper” add “...or emailed”

In the second bulleted line,” after the word “...addresses” add “...or email address”.

In the sentence after the third bullet, and after the word “...paper” add “...or email” .

Replace the last bullet in this section with the following:

- The request is received at the same offices, addresses or email address, and times identified in the Invitation To Bid for submitting Bids.

00120.65 Opening and Comparing Bids – In the first sentence, before the word “Bids...” add “Paper or electronic....”

Submittal of the First-Tier Subcontractor Disclosure Form is required.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.10 Award of Contract – Replace the sentence that begins with “The Agency will post ...” with the following:

The Agency will post Notice of Intent to Award on the OregonBuys website at <https://oregonbuys.gov/bsol>.
Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.50(a) By the Bidder – Replace this subsection, except for the subsection number and title, with the following:

(1) The successful Bidder shall deliver two original copies of the properly executed Performance Bond and Payment Bond, along with certification of workers' compensation coverage, and all required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Intent to Award.

Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor.

(2) Within 7 Calendar Days after receipt of the Agency-signed Contract booklet, the Bidder shall return a fully-executed Contract booklet to the Agency.

00130.50(b) By the Agency - Replace this subsection, except for the subsection number and title, with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a)(1), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send an Agency-signed original Contract booklet to the successful Bidder, who will execute the Contract as specified in 00130.50(a)(2). Upon final execution, the Bidder officially becomes the Contractor

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.00 Authority of the Engineer - Add the following subsection:

For any work performed after November 1st and before May 1st, the contractor must obtain written approval from the Engineer. The Engineer has sole discretion in determining what types of work may be performed during this time.

00150.50(c) Contractor's Responsibilities - Add the following bullets:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);
- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".
- In the first sentence in the last paragraph, replace "may adjust the Utilities" with "may have the Utilities adjusted".

Add the following subsection:

00150.50(f) Utility Information - If unanticipated utilities are encountered, protect them from damage or disturbance, and promptly notify the Engineer. There are no anticipated conflicts with the utilities listed below.

Utility Information - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

Utility	Contact	Phone
1. Comcast	David Hammill	503-584-5754
2. PGE	Brent Baldwin	503-736-5470
3. City of Salem Water	Doug Priest	503-589-2193
4. City of Salem Sanitary Sewer	Rich Pranger	503-932-3949
5. Lumen (formerly Century Link)	Josh Fallin	503-798-1009
6. NWN (Gas)	Darrell Hammond	541-981-0164
7. DataVision (Gervais Telephone)	Jason Riggs	503-792-3611
8. Astound Broadband (Wave Broadband)	Marlene Martin	509-209-6698
9. LS Networks	Rick Rappe	503-414-0497
10. Zayo	Brian Davidson	360-558-4215

Estimated Completion Dates:

- City of Salem (Water and Sanitary Sewer)
 - Pump Station and Waterline Replacement (plans and specifications for the City's project can be provided by Robert Keller at 503-588-6211 as reference if needed)

- Milestone 1 – Waterline Relocation Work (includes work within the right-of-way related to waterline improvements, including commissioning, all post connections, private service connections) – July 31, 2022
 - Milestone 2 – Sewer Force Main Relocation Work (includes work within the right-of-way related to sanitary force main improvements, including gravity connection at Lancaster Drive NE. Gravity Sewer Work (includes work within the right-of-way related to gravity sewer line extension on the far east side of the project to extend the sewer main within the City of Salem City Limits – July 31, 2022
 - Milestone 3 – Sewer Pump Station Relocation Work (includes work associated with both work in the right-of-way and on private property associated with sewer pump station relocation) – September 16, 2022
 - Substantial Completion (includes completion of all work, testing and decommissioning and commissioning, except punchlist items) – May 31, 2023
 - Final Completion (includes completion of all work) – June 31, 2023
 - Road Closure: The City’s contractor will have a soft road closure between Lancaster Drive and Cordon Road and a hard road closure at the intersection of Hayesville Drive and Harlan Drive between May 9, 2022 and July 31, 2022.
- PGE
 - PGE will complete all relocation work except as indicated below by July 1, 2022.
 - Northwest Natural (NWN)
 - NWN will complete all relocation work by June 30, 2022.
 - Lumen (formerly Century Link)
 - Lumen will complete all relocation work by June 30, 2022.

The following utility companies will coordinate with the contractor and relocate as specified below and is made accessible to the utility company as follows:

- PGE
 - PGE will remove all existing utility poles within 30 days after all communication companies have completed their relocation work. PGE will remove the existing pole at the southwest corner of the intersection of Hayesville Drive and Lancaster Drive within 30 days after the communication companies have temporarily relocated to the new PGE pole and the existing traffic signal pole at this corner has been removed.
- Comcast will complete all relocation work within 30 days once PGE has completed their relocation work except as specified below.
- Data Vision (Gervais Telephone) will complete all relocation work within 30 days once Comcast has completed their relocation work except as specified below.
- City of Salem will adjust water meter boxes concurrently with sidewalk construction.

The following communications companies will temporarily relocate their facilities to the new PGE pole (pole #16) at the southwest corner of the intersection of Hayesville Drive and Lancaster Drive within 30 days of PGE setting the new pole. The utilities will be permanently relocated at that corner of the intersection within 30 days of removal of the existing traffic signal.

- Comcast
- Data Vision (Gervais Telephone)
- Astound Broadband (Wave Broadband)
- Zayo
- LS Networks

Work performed concurrent with the project, shall be scheduled to minimize any delay to the contractor’s construction schedule. The contractor shall make the site accessible to the respective utility company by working in another area while utility relocation work is being performed.

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. Marion County Public Works, Storm Sewer	Matt Knudson	503-365-3187

Add the following subsection:

00150.50(g) Exploratory Potholing - When exploratory potholing or trenching activities are required within the paved roadway, shoulders or other improved hard surface the contractor is required to backfill potholes with Controlled Low Strength Material (non-compressible backfill) in conformance with section 00442.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials – Add the following paragraph to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

00170.00 General - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.02 Permits, Licenses, and Taxes – Add the following bullet:

- Obtain a Construction Maintenance Parking Permit from the City of Salem before closing any on-street parking spaces on a city street.
- City of Salem Work in Right-of-Way Permit.

00170.03 Furnishing Right-of-Way and Permits – Add the following bullets:

- ODOT: a Permit to Occupy or Perform Operation Upon a State Highway

00170.65(b)(4) Owner/Operator Data - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	(Aggregate limit not required)

SECTION 00180 – PROSECUTION AND PROGRESS

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Holidays and Special Events	00220.40(e)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

00180.42 Preconstruction Conference – Add the following paragraph:

The preconstruction conference is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, City of Salem, Contractor, Contractor's quality control representative, subcontractors, and utilities.

Add the following Subsection:

00180.50(h) Contract Time – Complete all Work to be done under the Contract not later than as specified in section 1.4 “Time for Completion of Work” in the Introduction of this bid package.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages – After the last paragraph add the following bullets:

- (1) The amount of \$200 per driveway, for each Calendar Day that driveways are left inaccessible to residents at the end of each work shift.
- (2) The amount of \$200 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer

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

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows:

00190.20(a) General - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

"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."

00190.20(f)(3) Duties of Weigh Technician - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:

- Capable of recording and securely retaining the same required “weigh memo” information identified above. For retention see 00170.07(c).
- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.30 Plant Scales - After the bullet list add the following paragraph:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00195 – PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

Add The following Subsection:

00195.12 Payment for Changes in Materials Costs - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract according to 00195.13.

A price adjustment will be made for the asphalt cement contained in each ACP Pay Item. The adjustment factor, as calculated in 00195.13(c), will use the MACMP for the month the asphalt is incorporated into the Project. Using the Adjustment calculated in (c), the price adjustment for Asphalt Concrete incorporated into the project for the applicable month will be determined by the following formula:

$$\text{Price Adjustment} = (\text{Adjustment}) \times (\text{Asphalt Content (\%)}) \times (\text{Tons of Asphalt Concrete Incorporated})$$

The Asphalt Content (%) is the asphalt content according to the approved Job Mix Formula (JMF) for the asphalt concrete placed. The price adjustment will be entered as the quantity for the item “ACP Material Price Adjustment”.

00195.50(a) Progress Payments - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00200 – TEMPORARY FEATURES AND APPURTENANCES

Comply with Section 00200 of the Standard Specifications modified as follows:

00210.40 Mobilization – Delete the last bullet in the list.

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, 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.
- 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 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.
- Traffic will be allowed on temporary steel plating or aggregate backfilled surface for up to 7 Calendar Days from the time the road is opened to traffic. After the 7 Calendar days expires, the Contractor shall either install final trench resurfacing in conformance with sections 00495 or install a temporary asphalt base plug, at a thickness sufficient to hold up to traffic until final trench resurfacing work is completed, flush with the existing pavement surface and in conformance with sections 00495 or 00745 as applicable at the Contractor's expense. No payment will be made for removal of the temporary asphalt surface.
- 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.

00220.03 Work Zone Notifications – Add the following subsection:

(c) Lane Restriction and Closure – A minimum of seven (7) calendar days prior to traffic control changes notify in writing all affected emergency services, school districts, and US Postal Service with accurate information regarding lane closures and/or lane restrictions. Submit a copy of the notification to the Engineer for approval.

A minimum of seven (7) calendar days prior to traffic control changes notify all residents and businesses with accurate information regarding lane closures, lane restrictions. Submit a copy of the notification to the Engineer for approval.

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

One or more Traffic Lanes may be closed on Hayesville Drive NE during the following periods of time except as specified in 00220.40(e)(2) or in the Single Lane One-Way Closure below:

Single Lane One-Way Closure: The contractor may elect to use the temporary traffic control plan included in the plan set or submit an alternate traffic control plan 21 days prior to the preconstruction meeting. A one way, single closure may be implemented on Hayesville Drive when:

- Work will be restricted to one side of the roadway, and;
- Temporary traffic control devices have been installed as shown or directed, and;
- Flashing warning lights have been installed on the “Road Work Ahead” and “One Lane Road Ahead” signs.
- Lane closures will not be allowed on the open lane during the one-way lane closure.
- The contractor is required to stage and phase construction. Construction must be completed, except for final paving activities (which will occur after both stages are complete), within that stage and appropriate phase prior to beginning construction activities in subsequent stages and phases.

Closed Lanes: Except as specified in the “Single Lane One-Way Closure” section above, one lane of traffic may be closed as follows:

Daytime hours:

- Portland Road up to the west side of the Lancaster intersection (except for final paving activities):
 - Monday through Thursday between 8:00 a.m. to 3:30 p.m.
 - Friday between 8:00 a.m. to 3:00 p.m.
- East side of the Lancaster intersection to Fuhrer St (project limits):
 - Monday through Thursday between 8:00 a.m. to 4:30 p.m.
 - Friday between 8:00 a.m. to 3:30 p.m.

Nighttime Paving hours or work within the intersection of Lancaster Drive: Hayesville from Lancaster Drive to OR99/Portland Road:

- Nighttime hours: 7:00 p.m. to 5:00 a.m.

00220.40(f) Non-Work Hours – No construction may be performed as follows:

- Portland Road up to the east side of the Lancaster intersection:
 - Daily, Monday through Friday between 12:01 a.m. and 8:00 a.m. and 5:00 p.m. to 12:00 a.m.
 - Saturday and Sunday
- East side of the Lancaster intersection to Fuhrer St (project limits):

- Daily, Monday through Friday between 12:01 a.m. and 7:30 a.m. and 5:30 p.m. to 12:00 a.m.
- Saturday and Sunday

00220.40(g) Driveway Requirements:

- (1) Provide residents with a 24-hour notice prior to the start of driveway construction.
- (2) As the contractor elects, construct driveways by one of the following methods:
 - Construct half of the driveway, and reopen the other half of the driveway not under construction by the end of the work shift.
 - Construct driveway with high early strength concrete, aggregate and/or steel plates as necessary to protect the concrete during curing. Reopen driveway at the end of the work shift.
- (3) Driveways to multiple residences shall be constructed, by constructing one half of the driveway at a time, so that access is maintained throughout construction.

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:

- At least ten Calendar Days before closing a pedestrian pathways and/or sidewalks, 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.
- Install “ROAD WORK AHEAD” (W20-1-48) signs with a 36 by 24-inch “FINES DOUBLE” (R2-6aP) rider on Hayesville Drive, 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.

For each leg of the intersection affected by changes to the traffic signal, install the following warning signs:

- A “NEW TRAFFIC PATTERN AHEAD” (W23-2) sign approximately 300 feet in advance of the “Signal Ahead” sign. Keep the “NEW TRAFFIC PATTERN AHEAD” signs in place 30 Calendar Days after installing the “Signal Ahead” sign.
- Install an 18 by 24-inch “NO PARKING” (R8-3a) sign in each block where on-street parking is prohibited, facing incoming traffic.
- When construction requires bicycles to use the Traffic Lanes, install a “Bicycle ON ROADWAY” (CW11-1) symbol sign on ½ mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.
- During pilot car operations, install a 12 by 12-inch “WAIT FOR PILOT CAR” (CR4-20a) sign in private residential driveways accessing the Highway within the limits of the pilot car operation. Place the sign in the driveway facing the private residence and so the sign face is not visible to Public Traffic on the Highway. Do not use the sign for apartments, condominiums or business accesses.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the “WAIT FOR PILOT CAR” signs.
- For each location of the “WAIT FOR PILOT CAR” sign, closely monitor for traffic compliance, operation, and safety at least once per hour during pilot car operations. If operational issues are observed, or if notified of operational issues, at stop-controlled accesses or side roads utilizing the “WAIT FOR PILOT CAR” (CR4-20) sign, remove the sign and replace it with a flagger.

00222.80(a) Area Basis – Add the following sentence to the end of the paragraph that begins “Temporary signs will...”:

No measurement of quantities will be made for “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs.

00222.90 Payment – Add the following to the end of this subsection:

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs. Payment will be included in 00221.90(b).

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

00223.80(a)(1) Traffic Control Supervisor – Replace this subsection, except for the subsection number and title, with the following:

The quantities of work performed for Traffic Control Supervisor (TCS) will be measured on the unit basis, when a Traffic Control Report is submitted according to 00225.32, and only when construction requires shifting traffic control between the approved stages and phases or as indicated below. Staging and phasing per temporary traffic control plans as follows:

- Stage 1 (Portland Road to Happy Drive)
 - Phase 1
 - Phase 2
 - Phase 3
 - Phase 4
- Stage 2 (Happy Drive to Fuhrer Street)
 - Phase 1
 - Phase 2
 - Phase 3
 - Phase 4
- Resurfacing Operations (TCS required full-time)
- In addition to TCS requirements indicated above, a TCS is required for work that requires shifting travel lanes or flagging on Portland Road or Lancaster Drive.

If the Contractor elects to use a temporary traffic control plan not provided within the project plan set the contractor shall submit alternate staging and phasing for the approval of the Engineer. The contractor is required to stage and phase construction. Construction must be completed, except for final paving activities, within that stage and appropriate phase prior to beginning construction activities in subsequent stages and phases.

A maximum quantity of two TCS will be allowed for each 24 hour period. A maximum of one TCS will be allowed for a single construction work shift unless otherwise approved.

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:

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

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

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

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

Control markers at:

- 200 foot intervals on tangents
- 50 foot intervals on curves

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

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

Furnish filter sock material with a diameter of 8 inches.

00280.62(b) Rainfall - At the end of the first sentence add the following:

“... or may use McNary Weather Station to monitor rainfall
<https://www.wunderground.com/weather/us/or/mcnary>.”

00280.91 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(p) Biofilter Bags.....	Each

Item (p) includes furnishing biofilter bags meeting the requirements of 00280.15(a) for water quality treatment swales protection including placing one biofilter bag at each roadside curb cut and two biofilter bags in the curb flowline upstream of each water quality treatment swale. No separate payment will be made for biofilter bags used in other pay items.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites - Replace the paragraph that begins “Do not stage Equipment...” with the following”:

- Do not stage Equipment, park Equipment or store Materials in any City, County, State or Federal park, wayside or recreational facility, including but not limited to, Parkdale County Park.

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.

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

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

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:

- Soils removed from the Project Corridor will need to be managed per Oregon Administrative Rule 340-093 *Solid Waste: General Provisions* and Oregon Department of Transportation Directive GE 14-01(D) *Management of Surface Soils Removed Within Operational Right of Way*. Soils under paving can be managed as clean fill and made property of the contractor. Soils can be reused within the operational right-of-way. If soil is removed from the right-of-way, it will need to be disposed of at a municipal solid waste landfill or a permitted construction and demolition debris landfill (e.g. Coffin Butte Landfill in Corvallis, Oregon), or in another DEQ approved method. Additional testing could be performed on soils excavated to determine if some soils could be managed as clean fill since soils from SS-04 did not have any exceedances to the clean fill determinations.
- An analytical soils report dated September 2019 documenting the contaminated media identified within the project is available from the Engineer upon request.
- For disposal at a permitted facility, collect soil samples for testing at a DEQ certified laboratory.
- Prepare a Health and Safety Plan (HASP) for work within the contaminated areas of the Project. Keep a copy on site during work hours.
- In areas where excavation is not required, leave contaminated material and clearing and grubbing material in place.

00294.01 Abbreviations:

CFR - Code of Federal Regulations

DEQ - Department of Environmental Quality

OAR - Oregon Administrative Rule

ODOT - Oregon Department of Transportation

HASP - Health and Safety Plan

HAZWOPER - Hazardous Waste Operations and Emergency Response Standard

OSHA - Oregon Safety and Health Administration

00294.02 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. If the grubbing material has been determined to be contaminated, it will be considered and treated as contaminated Soil for the purposes of this Section.

Shoulder Soil - Soil outside of the existing Roadway Pavement and within Roadway Right-of-Way generated during Roadway maintenance or construction activities. This definition does not apply to Soil that is covered by existing impervious surfaces, including but not limited to curbs, sidewalks and parking lots constructed of asphalt or concrete.

ODOT Beneficial Use Determination (ODOT BUD) - The statewide ODOT Beneficial Use Determination (ODOT BUD), approved by DEQ (No. BUD-20181204), outlines a series of pre-approved non-residential reuse options for excess Soil materials that do not meet DEQ's Clean Fill Standards in some circumstances. These options may vary based on project scope and location, and documentation may vary, as directed by the Engineer.

00294.03 Testing of Contaminated Soil and Groundwater - When additional testing of contaminated 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 and groundwater sampling must be conducted by an Oregon Registered Geologist or Professional Engineer who has experience characterizing contaminated media.

Collect at least 3 composite Soil samples and submit for the following required testing:

- TPH-Gx and TPH-Dx by Northwest methods.
- The following volatile organic compounds (VOCs) by EPA Method 8260.
 - Benzene, toluene, ethylbenzene, xylenes.
 - Iso-propylbenzene and n-propylbenzene.
 - 1,2,4-trimethylbenzene and 1,3,5-trimethylbenzene.
 - Ethylene dibromide (EDB), ethylene dichloride (EDC), and Methyl tert-butyl ether MTBE.
- Polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270SIM.

- Total metals (RCRA 8) by EPA 6000 and 7000 series.
- One TCLP lead by using EPA Method 1311.

Submit all analytical test results to the Engineer.

00294.04 Submittals - Submit the following documents:

- The site specific HASP, completed and signed by a qualified health and safety professional meeting the requirements of 00294.30.
- Submit all modifications to the HASP that are requested by the Engineer or the qualified health and safety professional within 7 Calendar Days of the request.

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

- Permits, permit applications, and documentation of compliance.
- All disposal receipts.

00294.05 Health and Safety Plan - Submit a site-specific HASP that comply with the requirements of 29 CFR 1910.120. The HASP must include a personnel and equipment decontamination plan that specifies how the contaminated media will be contained and disposed of.

A copy of the HASP shall be on site during working hours and available to employees and county personnel to review. If additional information regarding the site-specific conditions are encountered, revise the the HASP and submit a copy to the Engineer. The Engineer's review of the HASP does not signify that the HASP complies at all State or Federal requirements, the contractor is responsible to ensure compliance of State and Federal clauses.

All personnel entering the contaminated area shall comply with the requirements of the HASP.

Do not begin work in contaminated areas until written approved is received from the Engineer.

Labor

00294.30 Personnel Qualifications - OSHA requires that all personnel working within the contaminated work area complete HAZWOPER training meeting that meet the requirements of 29 CFR 1910.120.

- Hazardous Waste Operations and Emergency Response (HAZWOPER) trained workers (29 CFR 1910.120) that:
 - Meets the HAZWOPER training requirements.
- In addition to the above requirements, the supervisor must complete an 8 hour HAZWOPER supervisor training course.

Construction

00294.40 Contaminated Media - Notify the Engineer 3 calendar days before beginning excavation within the contaminated work area.

00294.41 Contaminated Soil Management - Reuse, recycle, or dispose of contaminated media as follows:

- **Contaminated media** - Excavation of contaminated soil within the county-right-of-way shall be handled according to OAR 340-093 "Solid Waste: Special Provisions" and ODOT HazMat Program Manual Chapter 6.
- **Landfill Disposal:**
 - Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
 - Transport and dispose of contaminated media at a DEQ permitted municipal solid waste landfill, or a permitted construction and demolition landfill. Dispose of stored media within 30 days of beginning excavation, or before Second Notification, whichever occurs first.
 - Complete and sign all manifests and bill-of-lading forms for handling, transporting, and disposing of contaminated media.
 - Pay all testing, filing and permit fees.
- **Reuse On-Site:**
 - Temporarily stockpile contaminated soil excavated.
 - The contractor shall diligently use contaminated soils as embankment within the project limits whenever possible.
 - Contaminated soil not used on the project must be transported to a DEQ permitted municipal solid waste landfill, a permitted construction and demolition landfill, or a permitted recycling facility within 30 days of completing embankment work, or before second note, whichever occurs first.
- **Reuse Soil Strippings as Mulch at an Off-site Commercial or Industrial Site:**
 - The Contractor may reuse strippings off-site on a commercial or industrial site if they obtain and meet all DEQ permit requirements to haul strippings containing contaminated soil to a permitted site. The Contractor is responsible for obtaining any applicable permits required by DEQ including all cost associated with these permits. The Contractor is to provide copies of documentation to the County. Solid Waste Permit Exemption information can be found at the following website <https://www.oregon.gov/deq/mm/swpermits/Pages/SW-Permit-Applications.aspx>. The Contractor shall obtain signatures from the property owner of the commercial or industrial site that the strippings will be disposed at that will hold the County harmless of any damages. County will provide the language for the hold harmless document.
- **Soil Under Asphalt :**
 - Soil and aggregate under the existing asphalt is considered clean fill and becomes property of the contractor at place of origin.

Measurement

00294.80 HASP Measurement - No measurement will be will made for the HASP.

00294.81 Contaminated Media Measurement - The accepted quantities of contaminated soil will be measured on the weight basis, as corroborated by weight tickets from the recycling or disposal facility.

Payment

00294.90 Payment - The accepted quantities of work performed under this section will be paid at the contract unit price, per unit of measurement.

Pay Item	Unit of Measurement
(a) HASP.....	Lump Sum
(b) Contaminated Soil.....	Ton

Item (b) Includes selecting, handling, hauling, and disposing of contaminated media. Any additional testing or permit costs required for contaminated soil disposal will be at the Contractor's expeance. Payment for contaminated soil will be made based on submitted weight tickets. Weight tickets must be submitted for payment.

Payment will be payment in full for for furnishing all labor, equipment, 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 - The Agency has determined the water line, or a portion thereof, located within the project limits is made of asbestos cement (AC). If asbestos cement pipe is damaged during construction, comply with all state and federal regulations.

00295.02 Definitions - Refer to Oregon Administrative Rules (OAR) 340-248-0010 for a list of applicable definitions.

00295.03 Submittals - The following forms and reports are required:

- **Non-friable Asbestos** - Containing Material (ACM) Removal - If non-friable asbestos-containing material, in good condition, is being removed the Contractor must file DEQ notification form ASN 6 and pay the appropriate fee. The notification must be received by the DEQ Business Office at least 5 days before the start date of the asbestos abatement project. For emergency situations, a waiver of the 5-day waiting period may be granted by DEQ. Provide copies of all forms to the Engineer.
- **Friable Asbestos** - Containing Material Removal - If friable asbestos-containing material is being removed the Contractor shall file DEQ notification form ASN 1 and pay the appropriate fee. The notification must be received by the DEQ Business Office at least 10 days before the start date of the asbestos abatement project. For emergency situations, a waiver of the 10-day waiting period may be granted by DEQ. Provide copies of all forms to the Engineer.

Labor

00295.30 Personnel Qualifications:

- **Non-friable Asbestos-Containing Material** - When non-friable asbestos-containing material in good condition is being removed, a DEQ licensed asbestos contractor or DEQ certified worker is not required as long as DEQ rules and guidelines are followed. The Contractor shall refer to the DEQ guideline titled

"How to Remove Non-friable Asbestos Cement Pipe" for non-friable asbestos cement pipe removal. Comply with OSHA rules for working with asbestos.

- **Friable Asbestos - Containing Material** - If the AC pipe becomes shattered, damaged, pulverized or badly weathered it is considered friable and may release asbestos fibers. If the AC pipe becomes friable, stop work immediately and promptly contact a DEQ licensed asbestos abatement contractor and notify the Engineer.

When disturbed materials will contain more than 1% friable or damaged asbestos fibers and covers more than 3 square feet (or 3 lineal feet), provide employees meeting the following requirements:

- A current Oregon DEQ Asbestos Abatement Contractor license.
- A current Oregon DEQ Certified Supervisor meeting the requirements of OAR 340 - 248 - 0130.
- Current Oregon DEQ Certified asbestos workers meeting the requirements of OAR 340 - 248 - 0130

Ensure the DEQ Certified Supervisor is on site and overseeing work whenever friable asbestos containing 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 of the ACM. Provide copies to the Engineer.
- 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".

When materials are identified as having 1% or less asbestos and covering more than 3 square feet remove and dispose of the materials according to 29 CFR 1926.1101, where that regulation refers to "asbestos" rather than "asbestos containing material" or "ACM".

When abandoned AC pipe is exposed during construction activities the Contractor shall remove the exposed AC pipe in accordance with 00295.40. If the exposed asbestos cement pipe is under an existing roadway, the asbestos cement pipe may be left in-place and buried when approved by the Engineer. Asbestos cement pipe left in-place and buried must be filled with CLSM, provide documentation submitted to the Engineer.

The Contractor is responsible for taking and recording any measurements that are required in the appropriate DEQ forms.

Measurement

00295.80 Measurement - Measurements for asbestos pipe removal will be made based on a length basis for asbestos cement pipe removed. No separate measurements will be made for non-friable or friable asbestos cement pipe removed.

The asbestos pipe to be removed has a pipe diameter of 12 inches or less.

Payment

00295.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following item

Pay Item	Unit of Measurement
(a) Cement Asbestos Pipe Removal	Foot

No separate payment will be made for nonfriable or friable asbestos cement pipe removed or removal of any fill used to abandon the pipe.

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 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:

The “ODOT Construction Surveying Manual for Contractors is available at:
<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>.

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

00305.20 Engineered Digital Data Exchange - Exchanges in digital data shall be in the following formats:

- Alignments (Horizontal and Vertical) - LandXML alignments.
- CAD (graphics) - AutoCad Design File (.dwg).
- Coordinates (1D, 2D, and 3D) - LandXML Coordinates and Comma Separated Values Text Surface File (.cvs).
- Digital Terrain Model (DTM) - LandXML Surface
- Construction

00305.40 The Pre-Construction Survey - In the Surveying Manual for Contractors, delete Chapter 7 “The Pre-Construction Survey”.

00305.90 Payment - After the first sentence add the following sentence:

Submit a Lump Sum Breakdown for payment.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(d) Removal Work - Add the following subsection:

(4) Removal of Pavement for New Concrete Curb and Gutter – In areas where new curb and gutter is being constructed that is not within an area being widened, sawcut and remove the existing asphalt 2 feet off the edge of the gutter pan to allow for curb construction and asphalt plug.

Aggregate base and ACP will be measured and paid according to 00641 and 00745.

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.

No separate or additional payment will be made for:

- Asphalt and concrete sawcutting
- Removal of curbs, sidewalks, sidewalk ramps
- Inlets and manholes
- Fences
- Retaining Walls

SECTION 00320 – CLEARING AND GRUBBING

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

00320.01 Area of Work – In the first sentence replace “...the clearing lines are 10 feet outside...” with “...the clearing lines are 1 foot outside...”.

00320.02 Definitions - Add the following subsection:

(d) Stripping – Stripping consists of:

- Removing the top 4 inches of soil, top soil, vegetation, mulch, or other organic materials.

00320.42 Disposal of Matter - Replace the paragraph that begins “Dispose of all matter...” with the following:

“Dispose of all stripping materials according to 00290.20 and 00294.41.”

00320.90 Payment – Replace the paragraph that begins “The accepted quantities of clearing...” with the following:

The accepted quantities of clearing, grubbing, stripping, disposal and cleanup Work will be paid for at the Contract lump sum amount for the item “Clearing and Grubbing”.

Add the following paragraph:

No separate or additional payment will be made for contaminated stripping excavation, storage, hauling, testing and disposal.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

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

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

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

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

00330.93 Excavation Basis Payment - Add the following paragraph:

The estimated total earthwork quantity is 8,100 cubic yards in its original position, and includes quantities paid for under the following items listed in the "Schedule of Items."

- Stripping (4" depth) – 2,100 cubic yards
- General Excavation – 3,240 cubic yards
- Embankment in Place – 2,760 cubic yards

No subsidence, settlement, shrinkage or swell factors have been applied to the estimated quantities. The estimated quantities are an "approximate only", it is the bidder's responsibility to determine the actual quantities.

Payment will be payment in full for excavating and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work specified.

This item includes excavating, selecting, handling, hauling, placing, and compacting materials as specified.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.00 Scope - Add the following paragraph:

This work is included in the Specifications as a contingency. Do not begin subgrade stabilization unless directed by the Engineer, and only after the work performed according to Section 00330 are found inadequate by the Engineer.

00331.80 Measurement - Add the following paragraph:

The quantity for Subgrade Stabilization in the Schedule of Items is an estimate only.

00331.90 Payment - The accepted quantities of subgrade stabilization will be paid at the Contract unit price, per square yard, for the item "12 Inch Subgrade Stabilization".

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00390 – RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

00350.01 Definitions - Add the following Definition:

Quality Compliance Certification - A test certification from the manufacturer that verifies that geotextiles comply with the requirements of 002330.20.

00350.10 Materials - Add the following sentence:

Furnish a Quality Compliance Certification for each geotextile used on the project.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

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

Add the following subsection:

00445.40(h) Relocate Sanitary Sewer Service - Work includes removing and relocating existing sanitary service laterals, including cleanouts, as necessary to avoid conflicts.

For estimating, assume a 4" diameter ASTM D3034 pipe for a total of 300 feet of sanitary sewer lateral.

00445.80(a) Pipes - In the first bullet, after "...whichever is applicable" add "to the nearest foot"

00445.80(b) Tee and Wye Fittings - Replace this subsection, except for the subsection number and title with the following:

No separate measurement will be made for tee and wye fittings.

The estimated quantities are:

Item	Quantity
Inserta Tee, 6" Diameter.....	46
Inserta Tee, 8" Diameter.....	9

The estimated quantities listed above do not include tee or wye fittings to construct yard drains or water quality swales those fittings are incidental to the respective bid item.

00445.80(c) Slip Joints - Delete this subsection.

Add the following subsection:

00445.80(k) Relocate Sanitary Sewer Service - The quantities of removing and relocating sanitary sewer lateral will be measured on the length basis, to the nearest 0.10 foot, for a depth ranging from 0 - 6 feet.

00445.91 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(m) Cleanout, 6 Inch.....	Each
(n) Relocate Sanitary Sewer Service.....	Foot

Replace the paragraph that begins "In item (b), the nominal pipe..." with the following:

In item (b), the nominal pipe diameter will be inserted in the first blank. "Storm Sewer" will be inserted into the second blank. No separate or additional payment will be made for different pipe types as shown in the plans.

After the paragraph that begins "Item (l)...." add the following paragraph:

Item (n) includes furnishing all pipe, connections and cleanouts required to complete the work.

In the paragraph that begins "No separate...." Add the following bullet:

- Pipe tees, pipe wyes, angled fittings, slip joints or other connections.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

Add the following Subsection:

00470.18 Yard Drains - Furnish 10 inch round PVC inlets with a cast iron or ductile iron grate.

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.

Add the following Subsection:

00470.44 Flow Control Structure – Install flow control structures as shown in the project plan set.

Add the following Subsection:

00470.49 Temporary Catch Basin Weep Holes - When construction spans multiple construction seasons and a final paved surface is not provided at the end of the construction season, provide temporary 1-inch maximum diameter weep holes in the catch basins to drain low areas caused by temporary asphalt patching.

Prior to final asphalt paving, grout all temporary weep holes.

00470.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(I) Flow Control Structure.....	Each

Item (I) includes furnishing all manhole structures, pipe, fittings and connections required to complete the work.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.11 High Early Strength Concrete - Add the following paragraph:

For minor adjustment of manholes, post paving, submit compressive test reports with the mix design, that show when the concrete reaches 3,000 psi.

00490.40 General - After the first paragraph add the following paragraph:

Replace existing aluminum grade rings with steel grade rings.

00490.46(c) Raising Tops of Manholes - Replace the first sentence with the following sentence:

Adjust manholes to finish grade according to Standard Drawing RD360, method "A", use the circular cut plan. Furnish concrete according to 00440.

In the sentence that begins "Fabricated metal rings..." replace metal rings with "steel rings".

In the first bullet replace "metal" with "steel".

00490.46(e) Metal Manholes - Delete this subsection.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.40 General - Replace this subsection, except for the subsection number and title, with the following:

Remove loose asphalt and clean loose material by brooming, flushing with water, or other approved methods. The surface to be tacked shall be clean and dry. Apply tack along along the vertical edge and any surface that will be paved.

Furnish emulsified tack coat according to 00730.11

00495.40(a) Asphalt Concrete Paving - Replace this subsection, except for the subsection number and title, with the following:

Place ACP according to 00745 to the minimum thickness specified below.

- Between Furhur Street and Lancaster Drive place ACP to a minimum thickness of 6 inches.
- Between Lancaster Drive and OR99/Portland Road and including the Lancaster intersection place ACP to a minimum thickness of 8 inches.

SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS

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

00596B.01 Proprietary Prefabricated Modular Walls - Add the following paragraph and bullet list to the end of this subsection:

Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems for the wall, as shown:

- Anchor Diamond Pro Retaining Wall System, provided by Anchor Wall System, Inc., Website: <https://www.anchorwall.com/>
- Keystone Standard Retaining Wall System, provided by Keystone Retaining Wall Systems, Website: <http://www.keystonewalls.com/>
- Or other Engineer approved equal.

00596B.13(b) Metal Bin Gravity Walls - Delete this subsection.

00596B.13(c) Gabion Baskets - Delete this subsection.

00596B.11(b) Modular Block Core and Drainage Backfill - Replace this subsection, except for the subsection number and title, with the following:

Furnish 3/4" - No. 4 PCC Aggregate Material meeting the requirements of 02690.20(a) through (e).

00596B.44(c) Gabion Walls - Delete this subsection.

00596B.44(d) Metal Bin and Precast Concrete Bin Walls - Delete this subsection.

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

The estimated quantities of retaining walls are:

Station Limits	Area
Sta. 60+71 to Sta. 62+17 Rt.	385 sq. ft.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

00620.20 Equipment – add the following bullet at the end of list.

- Except for Asphalt Repair Area work described in 00620.40(f), for profile grinding activities provide GPS machine-controlled system capable of actively following the 3D Engineered Model provided by the Engineer.

Add the following Subsection:

00620.40(f) Asphalt Repair Areas – This section applies to areas identified in the plan set as “Asphalt Repair Area”. Section 00620.40(c) still applies for this subsection. Asphalt repair areas start, end and offset locations shown in the plan set shall be field verified with the Engineer or Engineer’s representative. Asphalt repair work shall occur after profile grinding activities and prior to asphalt leveling and final paving. In the asphalt repair areas cold plane pavement removal to a depth of 3 inches, pave the grinded surface according to 00745.

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

Traffic will be allowed on the cold planed surface up to 2 Calendar Days, except for areas identified as "Asphalt Repair Area" in the plan set, after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic. Traffic is not allowed on the cold planed surface identified as "Asphalt Repair Area" in the plan set. In areas identified as "Asphalt Repair Area" in the plan set, before opening the area to traffic, pave the surface according to 00745.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to this section or 00748 as applicable.

00620.90 Payment – Add the following to the end of the sentence that begins with "The accepted quantities...": "and Cold Plane Pavement Removal, Repair Areas"

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 ¾" -0 size.

00641.20 Mixing Plant - Replace this subsection with the following:

00641.20 Mixing Aggregates - Furnish aggregate and water that are combined to provide a uniform homogeneous mixture, with moisture content according to 00641.12, and can be compacted to the specified density.

00641.20(b). Road mix - Delete this subsection.

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 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

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

00745.10(c) Recycled Asphalt Shingles - Delete this subsection and all references to "RAS" in Section 00745.

ACP containing RAS will be rejected.

00745.46(b) Depositing - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing Courses where the continuous length of the Panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

00745.49(c) Thin Pavement - Replace the paragraph that begins "Perform breakdown and intermediate rolling..." with the following paragraph:

Use ODOT TM 301 "Establishing Roller Patterns for Thin Lifts of ACP" to establish the rolling pattern for compaction. Use the roller pattern from ODOT TM 301 or four Coverages, whichever is greater. Complete additional Coverages as directed.

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 top Base Course before opening to traffic.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00620.90 or 00748 as applicable.

Add the following subsection

00745.52 Joint Sand and Seal - Seal all adjoining asphalt concrete surfaces with paving grade asphalt or emulsified asphalt as the contractor elects. After the emulsified asphalt or paving grade has been placed, place clean sand over the asphalt. Reapply additional asphalt and sand to any areas not covered in the first application.

00745.80 Measurement - Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for asphalt cement used in the mixture.

00745.95 Price Adjustments – Delete this subsection.

SECTION 00748 – ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.03(b) Curb Ramp Plan - Replace the bullet that begins "Compliance with Working Drawings and details..." with the following bullet:

Comply with Working Drawings and details submitted under 00759.03(a)

Add the following subsection:

00759.55 Driveway Dimension Table –

Address	Estimated Average Length (LF)	Estimated Area (SF)	Driveway Connection Material
4659-4699 Nandale Drive	9.5'	253	Asphalt
3820 Hayesville Drive	8.1'	130	Concrete
3850 Hayesville Drive	8.2'	156	Asphalt
3874 Hayesville Drive	5.0'	95	Concrete
3904 Hayesville Drive	13.4'	338	Concrete
3926 Hayesville Drive	16.6'	346	Concrete
3955 Hayesville Drive	10.7'	284	Aggregate
3965-3967 Hayesville Drive	9.5'	177	Asphalt
4663 Lancaster Drive	4.2'	135	Asphalt
3985-3999 Hayesville Drive	10.9'	272	Asphalt
4702 Lancaster Drive	10.0'	320	Aggregate
4692 Lancaster Drive	6.1'	91	Asphalt
4020 Hayesville Drive	10.0'	240	Asphalt
4029 Hayesville Drive	15.6'	481	Concrete
4035 Hayesville Drive	20.6'	411	Aggregate
4063 Hayesville Drive	7.1'	171	Aggregate
4063 Hayesville Drive	4.7'	62	Asphalt
4093 Hayesville Drive	9.9'	178	Aggregate
4093 Hayesville Drive	13.5'	239	Asphalt
4111 Hayesville Drive	6.1'	97	Concrete
4111 Hayesville Drive (Tree Ln)	11.0'	220	Asphalt
4725 Cedrus Lane (Cedrus Ln)	10.4'	208	Asphalt
4143 Hayesville Drive	12.3'	259	Aggregate
4122 Hayesville Drive	9.5'	171	Concrete
4132 Hayesville Drive	8.7'	216	Concrete
4142 Hayesville Drive	7.9'	143	Concrete
4152 Hayesville Drive	9.0'	224	Concrete
4162 Hayesville Drive	10.3'	164	Aggregate
4162 Hayesville Drive	10.9'	261	Aggregate
4163 Hayesville Drive	9.8'	177	Asphalt
4173 Hayesville Drive	10.7'	256	Aggregate
4193 Hayesville Drive	10.5'	147	Aggregate
4215 Hayesville Drive	10.9'	207	Aggregate
4219 Hayesville Drive	11.8'	231	Concrete
4202 Hayesville Drive	6.4'	69	Asphalt
4252 Hayesville Drive	8.9'	215	Aggregate
4252 Hayesville Drive	13.3'	316	Concrete
Eva Ct (near 4282 Hayesville Dr)	10.8'	236	Asphalt
4342 Hayesville Drive	12.9'	180	Aggregate
4313 Hayesville Drive	9.7'	168	Concrete
4382 Hayesville Drive	15.1'	192	Asphalt
4382 Hayesville Drive	10.2'	122	Asphalt

4333 Hayesville Drive	9.7'	307	Concrete
4353 Hayesville Drive	10.5'	211	Concrete
4422 Hayesville Drive	13.2'	265	Concrete
4403 Hayesville Drive	10.7'	168	Concrete
4432 Hayesville Drive	11.8'	217	Concrete
4423 Hayesville Drive	9.4'	175	Concrete
4442 Hayesville Drive	12.1'	252	Concrete
4443 Hayesville Drive	7.7'	159	Concrete
4462 Hayesville Drive	10.1'	178	Concrete
4453 Hayesville Drive	10.7'	307	Concrete
4463 Hayesville Drive	10.3'	286	Concrete
4472 Hayesville Drive	10.7'	285	Asphalt
4472 Hayesville Drive	7.0'	78	Asphalt
4473 Hayesville Drive	8.3'	276	Concrete
4493 Hayesville Drive	5.0'	107	Asphalt
4492 Hayesville Drive	10.3'	217	Asphalt
4509 Hayesville Drive	7.7'	131	Aggregate
4512 Hayesville Drive	9.0'	163	Concrete
4533 Hayesville Drive	11.2'	382	Concrete
4543 Hayesville Drive	9.1'	203	Asphalt
4532 Hayesville Drive	8.7'	224	Concrete
4552 Hayesville Drive	12.8'	334	Concrete
4553 Hayesville Drive	9.2'	203	Concrete
4563 Hayesville Drive	9.3'	205	Concrete
4572 Hayesville Drive	12.3'	405	Concrete
4622 Hayesville Drive	12.8'	438	Concrete
4632 Hayesville Drive	13.1'	394	Concrete
4650 Hayesville Drive	10.0'	200	Aggregate
4633 Hayesville Drive	8.7'	174	Concrete
4643 Hayesville Drive	10.7'	234	Concrete
4653 Hayesville Drive	10.0'	182	Concrete
4662 Hayesville Drive	9.7'	296	Concrete
4663 Hayesville Drive	11.6'	436	Concrete
4672 Hayesville Drive	12.7'	443	Concrete
4673 Hayesville Drive	9.4'	189	Concrete
4682 Hayesville Drive	6.9'	283	Concrete
4683 Hayesville Drive	7.6'	175	Concrete
4693 Hayesville Drive	10.7'	257	Asphalt
4712 Hayesville Drive	10.8'	141	Concrete
4703 Hayesville Drive	12.3'	225	Concrete
4722 Hayesville Drive	13.5'	332	Concrete
4713 Hayesville Drive	6.8'	143	Concrete
4723 Hayesville Drive	8.1'	186	Concrete
4733 Hayesville Drive	10.5'	201	Concrete
4743 Hayesville Drive	11.7'	377	Concrete
4753 Hayesville Drive	6.6'	119	Concrete
4763 Hayesville Drive	11.0'	262	Aggregate
4763 Hayesville Drive	9.6'	153	Concrete
4793 Hayesville Drive	10.3'	228	Asphalt
4863 Hayesville Drive	20.1'	400	Asphalt
4873 Hayesville Drive	20.0'	552	Asphalt
4883 Hayesville Drive	12.0'	216	Asphalt

00759.90 Payment – Add the following paragraph to the end of the paragraph that begins "In item (a) the type of curb ...":

Item (a), "Concrete Curbs, Curb and Gutter", includes payment for curbing identified in the plan set as "Low Profile Mountable Curb and Gutter". No separate or additional payment will be made for transitions. Item (a), Concrete Curbs, Standard" includes payment for curbing identified in the plan set as "Concrete Drainage Curb". No separate payment will be made for curb cuts.

Add the following sentence to the end of the sentence that begins "Item (f) includes the curb runs...":

Item (f) also includes payment for the thickened edge sidewalk as identified in the project plans.

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 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 00940 - SIGNS

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

Add the following subsection:

00940.12 Sign Coatings - Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins "Fabricate all components...":

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

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

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Delete this subsection.

00950.41 Removal and Abandonment - Add the following to the end of this subsection:

This Work consists of removing the following existing electrical system:

Equipment Description	Location
Traffic Signal	Hayesville Dr NE and Lancaster Dr NE

00950.42 Salvaging and Stockpiling Materials - Add the following to the end of this subsection:

The following materials will remain the property of the Agency. Salvage the materials and stockpile them at the locations indicated. Contact City of Salem Electrical Crew at (503) 588-6309 to confirm delivery 48 hours prior to delivery.

Materials	Stockpile Locations
332 Controller Cabinet and Control Equipment	City of Salem Signal Shop
Wireless Communication Radio	City of Salem Signal Shop
Video Detection System	City of Salem Signal Shop

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.

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.

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Lancaster Drive/Hayesville	PGE	Brent Baldwin 503-351-7345 cell Brent.Baldwin@pgn.com	M2861647

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

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

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

Design all traffic signal poles, mast arms, luminaire arms, and foundations according to the AASHTO Standard Specifications listed in subsection 00962.01, of these Special Provisions, with the following design factors and specifications.

- (a) All engineered details and drawings which are not prepared by the Owner, but are required in the Contract Documents, shall be submitted for review prior to fabrication.
- (b) Designs, details, plans, and calculations shall be prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.

(c) Traffic Signal Mast Arm Supports

(1) Design factors include:

- a. Basic wind speed (3 second gust) 95 mph
- b. Gust factor (G) 1.14
- c. Importance Factor (Ir) 1.0 (50 year recurrence interval)
- d. Fatigue Category II

(2) Design all metal poles with self-supporting upsweep arms similar to the details shown.

(3) The design, fabrication, and installation of metal poles shall be round or 16 sided nearly round in shape, and conform to the requirements of City of Salem Standard Drawings 751 through 759.

(4) All traffic signal pole drawings shall be submitted for the review and approval of the Engineer prior to fabrication.

- (5) Design of Non-Standard Foundations - Design non-standard foundations according to the ODOT Traffic Structures Design Manual.

00962.05(c) Illumination Supports - Replace this subsection, except for the subsection number and title, with the following:

Design non-standard luminaire slip base, fixed base, and high mast poles and foundations according to the *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (2015)*. Design factors include:

Design Wind Velocity 145 mph
Design Service Wind Velocity 91 mph

00962.06 Post Construction – Add the following subsection:

Upon completion of the installation, and prior to Final Completion of the Project, submit two copies of the New Streetlight Installation Drawings showing all changes made during construction from the original Drawings.

- (a) The information furnished shall include all modifications made and shall represent the material actually installed and in operation.
- (b) It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

00962.07 Engineered Submittals – Add the following subsection:

Within 30 calendar days after execution of the Contract and/or prior to construction, submit two copies of:

- (a) Calculations and Shop Drawings of all poles.
- (b) Calculations and installation drawing of all pole foundations (direct burial or anchor base).

00962.10 Materials - Add the following to the end of this subsection:

Non-steel luminaire poles shall be constructed of aluminum or fiberglass, depending on mounting height requirements. Furnish materials meeting the requirements of ODOT Standard Specifications 02926 modified as follows:

- (a) Aluminum luminaire poles:
 - (1) Aluminum luminaire poles shall be natural aluminum color, satin finished, and 4-bolt anchor base style.
 - (2) Shaft shall be fabricated from ASTM Alloy Designation 6061 or 6063 seamless aluminum alloy and heat treated to T-6 temper.
 - (3) Shaft shall be round with constant taper, and hollow with a nominal top and bottom diameter as shown $\pm\frac{1}{2}$ -inch.
 - (4) The pole shall be reinforced at the hand hole.
 - (5) Mast arms shall be constructed of 6061-T6 or 6063-T6 seamless aluminum alloy. The regular arm shall be attached to the pole with stainless steel bolts.
 - (6) The anchor base shall be cast from A356 aluminum alloy heat treated to a T-6 temper. The anchor base casting and shaft shall be joined by a continuous circumferential weld at the outside top and inside bottom of the anchor base. The completed assembly shall be heat treated to T-6 temper after welding is completed.
 - (7) The base shall be designed for the following attachments: 1-inch anchor bolts located on an 11-inch diameter bolt circle.

- (8) Four nut covers of A-356 aluminum alloy; four steel hot-dip galvanized anchor bolt nuts; eight flat washers; and four lock washers to match the anchor bolts (11-inch BC = 1–8 UNC; 8-inch BC = $\frac{3}{4}$ – 10 UNC) shall be supplied with each pole.
- (9) Aluminum luminaire poles shall be one of the preapproved models listed in Section 02926.54 or an approved equal.
- (b) Fiberglass Luminaire Poles:
 - (1) Fiberglass luminaire poles shall be gray in color applicable for direct embedment, single or two-piece construction, enlarged at the bottom to increase bearing, and resist uplift and rotation.
 - (2) The surface of the pole shall be finished with a coating having weathering and ultraviolet properties equal to or better than modified acrylic polyurethane. This surface must withstand accelerated weathering per ASTM G53 for a minimum of 2500 hours with no change in appearance other than a slight dulling. Minimum surface coating thickness shall be 1½-mils.
 - (3) Pole and stub sections shall be a filament wound or centrifugally cast fiberglass reinforced composite design, containing a minimum of 65 percent glass by weight. The shaft shall be round with constant taper, and hollow with a nominal top and bottom diameter as shown $\pm\frac{1}{2}$ -inch. The laminate shall be pigmented throughout to match the color of the final surface coating. The outer surface of the top section shall have a smooth finish or be wrapped with a “veil cloth” material, with no visible windings. The veil cloth shall be thoroughly saturated and top coated with UV inhibited polyester resin. The pole shall be reinforced at the hand hole.
- (c) Wood luminaire poles:
 - (1) Wood luminaire poles shall meet PGE or Salem Electric requirements for height, depth of setting, pole class, and guying.
 - (2) Wood luminaire poles shall be set no less than 5.5 feet below the ground level with gravel backfill. The size of the pole shall be Class 4 (6-inch minimum top diameter, 7-inch diameter 6 feet from the butt) or better, full length, commercially treated.
 - (3) All poles that are spaced more than 175 feet from the next pole must be guyed unless prior permission is obtained from PGE or Salem Electric. Guys are to be a minimum $\frac{5}{16}$ -inch galvanized steel cable, having a lead-to-height ratio of 1:2.
- (d) Non-steel luminaire arms shall be constructed of aluminum and be manufactured and provided by the luminaire pole manufacturer as appropriate for use on their product.

00962.42 Roadway Illumination and Traffic Signal Poles - Add the following subsection:

- (a) Pole Height—Provide roadway illumination and traffic signal poles of heights as shown or specified.
- (b) Luminaire Arm—The luminaire end of the arm shall be level when loaded to design weight. Use a bolted, flange type connection to join the upsweep arm to the pole. The connection shall be rain tight and shall develop the strength of the arm. Provide the mast arm rise according to the Drawings, or as specified.
 - (1) When mounted to non-wood luminaire poles, arms shall be self-supporting without tie rods or braces. Measure upsweep rise from the point of attachment to the pole to the end tangent portion of the arm. Provide tapered arms that are either round, or 16-sided.
 - (2) When mounted to non-wood luminaire poles, all arms shall allow for wiring entrances directly into the pole from inside the arm.
 - (3) All pole bracket attachments for mounting upsweep arms shall have reamed smooth ends.
 - (4) The nominal mounting height (MH) specified or shown in the Drawings is the distance between the roadway at the edge of the pavement and the luminaire. This height may vary plus or minus 1-foot.
- (c) Deflection—The horizontal dead load deflection at the top of the poles shall not exceed 1 percent of the pole length (2 percent for strain poles).
- (d) Deviation from Straightness—After the poles are delivered to the jobsite, and before they are erected on the foundations, the Contractor may be required to check any or all poles for deviation from straightness according to the following:
 - (1) Deviation in One Plane and One Direction Only—A straight line joining the surface of the pole at the base and the same surface of the pole at the top shall not be more than $\frac{1}{2}$ -inch from the surface of the pole for each 10 feet of length from the closest of these points. The opposite surface shall meet the same requirement.

- (2) Deviation in Any Plan—A straight line connecting the midpoint of the pole at the base, with the midpoint at the top, shall not pass through the surface of the pole at any intermediate point. Any pole not meeting these requirements will be rejected. If more than 25 percent of the poles fail to meet these requirements, sufficient cause exists to reject the entire shipment of poles for the Project.
- (e) Identifying Tags—Attach a stainless steel identifying tag to all poles. Provide tags that are at least $\frac{1}{16}$ -inch thick. Tag lettering shall be at least $\frac{1}{4}$ -inch in height, and be stamped into the tag. Attach tags with stainless steel pop rivets of at least $\frac{3}{16}$ -inch nominal body diameter. Do not locate pop rivet holes within 6 inches of welds. Locate the pole tag approximately 24 inches below the top of the mast arm or messenger cable attachment point. Locate the tag on the side of the pole furthest from the intersection. Drill holes for pop rivets prior to hot-dip galvanizing. Remove excess hot-dip galvanizing from holes and repair according to ASTM A 780. Include the following information on the tags, if applicable:
- (1) Manufacturer.
 - (2) Month and year of manufacture.
 - (3) Lum Arm Yield (ksi)°.
 - (4) Lum Arm thickness (inch).
 - (5) Mast Arm Yield (ksi).
 - (6) Mast Arm thickness (inch).
 - (7) Pole Yield (ksi).
 - (8) Pole thickness (inch).
 - (9) Base Plate Yield (ksi).
 - (10) Anchor Rod Yield (ksi).
- (f) Installation of Direct Buried Poles:
- (1) Street light poles shall be set to a depth according to the manufacturer's specifications (minimum 5 feet). Crushed aggregate backfill is required, with sand or clean soil cushion surrounding the conductors, or with protective hose through the aggregate-backfill zone. Install poles according to Standard Drawing 701 and to manufacturer's recommendations. Backfill shall be placed in no greater than 6-inch layers, mechanically compacted to 90 percent maximum density.

SECTION 00963 - SIGNAL SUPPORT DRILLED SHAFTS

Comply with Section 00963 of the Standard Specifications.

SECTION 00970 - HIGHWAY ILLUMINATION

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

Add the following subsection:

00970.01 Standards

Fuse—Fuses are required for each street light and shall be installed within the adjacent junction box with a 2-Pole fuse holder.

Junction Box—Junction boxes shall be 13-inch x 24-inch x 18-inch minimum size. Place junction boxes in sidewalks whenever possible.

Locate Wire—Install a locate wire in all conduits, even if not shown on plans. Locate wire shall originate at service cabinet and run through all junction boxes in a continuous circuit and terminate in a junction box.

Splices are permitted only at branching circuits and where any single locate wire would otherwise exceed 2,500 feet.

Photoelectric Control—All street light circuits shall be controlled by a single photocell mounted on the street light fixture closest to the controller/service cabinet.

Add the following subsection:

00970.10 Submittals - Provide the following submittals to Engineer for review and approval:

- (a) When providing materials which are specifically listed by manufacturer and model number within subsection 970.15 of these Special Provisions, follow submittal requirements in Section 960 of these Special Provisions.
- (b) For all other illumination equipment, submit the following:
 - (1) IES LM-79 luminaire photometric reports produced by the test laboratory, which satisfy LED Lighting Facts accreditation requirements. Reports shall include name of laboratory, report number, date, luminaire catalog number, luminaire description, and Backlight-Uplight-Glare (BUG) ratings.

Lumen maintenance calculations and supporting data shall be in accordance with LED Lighting Facts guidance. Computer generated photometric analysis and calculation of maintained light levels shall be in accordance with IES RP-8, Roadway Lighting. Use a Light Loss Factor (LLF) of 0.8 or less, according to the individual luminaire test report data. Do not use the Mesopic multipliers of effective luminance factors for calculation.
 - (2) Submit electronic “.ies” format files meeting the standards of the Illuminating Engineering Society (IES) for the proposed luminaire(s) according to the lumen output and light distribution specified. These files shall contain luminous intensity data associated with submitted LM-79 reports and used for point-by-point calculations.
 - (3) Manufacturer catalog cut sheets and testing information with summary document describing how the proposed equipment meets the required specifications, including light source, drivers, surge protection device, and installation instructions.

Provide a sample luminaire for inspection. Sample luminaires may be considered as part of the shipment furnished for installation.

Add the following subsection:

00970.15 LED Luminaires on Traffic Signal Supports - Furnish one of the following approved models or an approved equal:

Furnish cobra head style LED luminaires sized accordingly to the roadway illumination requirements. Luminaires shall be 3000 Kelvin color temperature with dimming driver and field adjustable wattage selector. Luminaires shall include a 7-pin ANSI C136.41 receptacle. The following luminaires are pre-approved:

- Type 1: Lumec, by Signify RoadFocus RFS, or approved equal.
- Type 2: Lumec, by Signify RoadFocus RFM, or approved equal.
- Type 3: Lumec, by Signify RoadFocus RFL, or approved equal.

Add the following subsection:

00970.22 Wiring - Furnish wire in accordance with the following:

- (a) Conductor Wire

- (1) 120 volt photoelectric circuit wires shall be #12 AWG stranded copper wire, type XHHW. A yellow wire from the controller to the photocell, purple wire for the return to the cabinet, and a white grounded conductor.
- (2) 240 volt distribution wires shall be a minimum of #10 AWG stranded copper wire, type XHHW. One wire shall be black in color; the other wire shall be red in color. When two or more separate circuits are run in the same conduit, the second pair of conductors shall be blue and brown in color. Additional colors for additional circuits may be required with City approval. Wire connection between the junction box and the luminaire may be a utility approved continuous 3-#10 AWG conductors in a common jacket segment.
- (3) Grounded conductors shall be white.
- (4) Grounding conductors shall be green insulated or bare stranded wire.

(b) Locate Wire

- (1) Furnish #16 AWG THWN orange with blue tracer wire.

Add the following subsection:

00970.23 Fuse Holder

Fuse holders shall be a dual in-line waterproof fuse system with reusable set screw connectors. Fuse holders shall be dual pole designed to detach simultaneously to prevent accidental shocks. Furnish Littlefuse LEY series, Ideal SLK Disconnect fuse kits, or approved equal.

Add the following subsection:

00970.25 Conduit

Furnish nonmetallic conduit meeting the following requirements:

- Rigid Nonmetallic Conduit—Heavy wall, extruded rigid polyvinyl chloride (PVC) conforming to UL 651, Schedule 40 or 80.
- Rigid Nonmetallic Fiberglass Conduit—Schedule 40 or 80 reinforced thermosetting resin conforming to UL 1684.

Add the following subsection:

00970.26 Wire Connectors

Wire connectors shall be watertight, suitable for underground installation, and configured with reusable set screws. Furnish the following underground tap connector, or approved equal:

- ILSCO PED(N)-350SS-DB Underground Tap Connector.

Add the following subsection:

00970.40 Luminaire Poles

Install new luminaire poles per subsection 962.42 of these Special Provisions.

Replace subsection 00970.44 with the following:

00970.44 Luminares

Level luminaires on the upsweep arms in both the transverse and the longitudinal direction, as recommended by the manufacturer. On roadway grades greater than 4 percent, orient luminaires on the upsweep arm so that the light beams strike the pavement equidistant from the luminaire.

- (a) Mounting Height—Mount luminaires at heights shown. Measure the nominal mounting height from the top of the nearest edge of pavement to be lighted to the center of the luminaire.
- (b) Luminaire Marking—On the inside cover of the luminaire, mark the month and year the fixture is installed with a black sharpie type permanent marker.
- (c) Lamp Size and Identification Decals:
 - (1) Identification Decals—Indicate the luminaire lumen output size and type with a NEMA-approved decal on each luminaire as specified below. Apply decals on clean and prepared surfaces. Use decals that provide a durable, legible surface for the life of the luminaire, and:
 - (a) Are at least 3 inches square.
 - (b) Are made of noncorrosive, pressure sensitive material.
 - (c) Have a colored background with numbers as shown in this subsection.
 - (d) For pole-mounted luminaires, install the decals on the bottom side of the luminaire or on the arm adjacent to the luminaire, whichever is more visible, as directed.
 - (2) Lumen Output Size and Identification Decal Code - Use the lumen output size and color codes as follows:
 - (a) LED Luminaires—Blue background with white numbers representing the lumen output thousands (i.e. “16” for a 16,000 lumen output fixture).

Add the following subsection:

00970.47 Electrical Energy

Obtain the required permits and have the power service inspected by the utility providing power. Arrange for the utility to make the electrical hookup.

Add the following subsection:

00970.48 Splicing

All splices shall be located in a junction box and made in accordance with the following:

- (a) Conductor Wire—Conductor wire splices shall be accomplished using an approved multi-tap wire connector.
- (b) Locate Wire—Where approved by SCS 970.01, splice locate wire in accordance with ODOT Detail Drawing DET4428.

Add the following subsection:

00970.55 Power Sources

The Contractor shall provide connection of roadway lighting circuits to PGE or Salem Electric specified power sources as required by PGE or Salem Electric. The Contractor is required to coordinate in advance with PGE or Salem Electric for verification of the ultimate power service locations and power connections.

Replace subsection 0097.60 with the following:

00970.60 Maintaining Existing and Temporary Illumination Systems

Protect existing illumination systems and approved temporary replacements. Shutdown of a system may be allowed for alterations or final removal, as approved. Lighting system shutdowns shall not interfere with the regular lighting schedule. Notify the Engineer before performing any work on existing systems.

Contractor shall work with the Engineer, PGE, and Salem Electric to limit the number of existing street lights that are disconnected during construction.

Determine the exact location of existing conduit runs and pull boxes before using equipment that may damage such facilities or interfere with any system.

Where roadways are to remain open to traffic and existing lighting systems are to be modified, keep the existing systems in operation. No more than two consecutive existing lights may be turned off at one time unless otherwise approved by the Engineer.

Replace subsection 00970.70 with the following:

00970.70 Field Test

Before completing the Work, conduct the following tests on all lighting circuits in the presence of the Engineer.

- (a) Prove all newly installed conduit by pulling a mandrel through the conduit after installation and before pulling any wiring.
- (b) Operate the completed lighting system or subsystem continuously for seven consecutive days. Retest an additional seven days after any defects are corrected.
- (c) A Megger test on each circuit between the conductor and ground with all switchboards, panel boards, fuse holders, switches, receptacles and over current devices in place. Record all readings. Furnish the Engineer with one copy of the test results identifying observed readings with their respective circuits.
- (d) Test the insulation resistance between conductor and ground. Resistance shall be as follows on circuits with total single conduction length of:
 - (1) 2,500 feet and over - at least 6 MΩ.
 - (2) Less than 2,500 feet - at least 8 MΩ.

SECTION 00990 - TRAFFIC SIGNALS

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

00990.45 Audible Pedestrian Signals – Add the following subsection:

Audible Pedestrian Signals—Audible Pedestrian Signals shall be installed at the intersection for each pedestrian phase. These devices shall be comprised of the following features and items:

- (a) The system shall be composed of two components; the driver module and the pedestrian station. The pedestrian station housing shall be black in color.
- (b) The driver unit shall be designed to mount in a 332 Stretch Cabinet.
- (c) The pedestrian station shall contain the push button, speaker, LED, instruction sign, raised directional arrow, and the vibro tactile device. The pedestrian station shall be designed within the following parameters:
 - (1) The surface of the pushbutton shall be orientated parallel to the direction of the associated crosswalk.
 - (2) The raised directional arrow shall be orientated parallel to the direction of the associated crosswalk.
 - (3) Either the push button or **all** raised arrows shall be vibro-tactile equipped.
 - (4) The instruction sign shall be an MUTCD R10-4B modified legend with optional arrow.
- (d) The system shall produce a locating tone. Both the locating tone and audible message or sound shall be self-adjusting in volume based on ambient noise levels.
- (e) The audible sound shall be capable of being programmed with a verbal message or the standard fast-ticking percussive tone. The push buttons shall also be supplied by the manufacturer with a pre-programmed verbal message that includes the appropriate street name.
- (f) The push button shall be equipped with a red LED to indicate that the button has been activated, and the LED shall remain on until the “WALK” signal is in effect. The minimum viewing angle of the LED shall be 120 degrees.
- (g) Activation of the push button shall occur within 125 ms ($\frac{1}{8}$ second) or less from any intentional depression or slapping of the pushbutton. The device shall produce an audible “beep” sound so that pedestrians may also have an audible cue that the button has been activated.
- (h) The push button shall be designed so that the electrical contacts/input device is wired in parallel or in a fail-safe combination so that if any part of the audible pedestrian signal system should fail, the button will continue to operate as a standard push button.
- (i) The vibro-tactile feature shall be initiated and remain active during the “WALK” phase of operation.
- (j) The fast ticking percussive tone and verbal message portion of the audible pedestrian signal system shall only be activated after the pushbutton has been depressed for a continuous period of 3 seconds. A message of “WAIT” or other similar message would be played to let the person know that the audible pedestrian signal system has been activated. Following an additional 1 second depression of the pushbutton a programmable instructional message may also be used. The locating tone shall be active at all times except when the above items are active.
- (k) The System shall be designed so that all sound adjustments can be made without opening the pedestrian station or any other electronics to the weather.
- (l) The system shall only use the existing wiring in the traffic signal system for communication between the driver module and the pedestrian station.
- (m) The audible sound shall be capable of being programmed with a verbal message and the standard fast-ticking percussive tone. Coordinate programming of pushbuttons in advance of installation with Eric Schunk, City of Salem Traffic Signal Field Supervisor. Contractor shall fill out manufacturer’s custom voice message form and submit to Engineer for approval prior to programming.
- (n) Prior to the installation of any audible equipment in the controller cabinet, coordinate the location to be installed with Eric Schunk, City of Salem Traffic Signal Field Supervisor.

(o) These pedestrian units have already been approved for use:

(1) Polara two wire EZ Navigator or approved equal

0990.70 (h) Traffic Signal Turn-on – Replace this subsection, except for the subsection number and title, with the following:

The Contractor may request the traffic signal turn once the traffic signal installation and flash testing is complete. The Contractor shall allow within the project schedule a minimum of 10 working days from the date of completion to the requested turn on date. The Project Manager will establish the date and time the installation is to be turned on based upon the guidelines of this section.

(a) Schedule the traffic signal turn for Tuesday, Wednesday, or Thursday.

(1) The City will turn on the signal within one week after completion of corrections identified during field testing.

(b) Before implementing the operation of the traffic signal at Hollywood Dr NE/Silverton Rd NE, protect traffic by installing “TRAFFIC CONTROL CHANGE AHEAD” (CW20-10-48) signs in advance of the intersection as follows:

(1) Approximately 300 feet in advance of the intersection on all approaches.

(2) These signs shall remain in place for approximately 30 calendar days after completion of the modifications to the traffic signal or traffic control device(s).

(3) The Contractor’s electrician responsible for the Project shall be present at the Project Site during turn on to help trouble shoot any issues previously unidentified.

After traffic signals are turned on and operating as designed, the City will assume operation and maintenance of the signal. Turn-on does not constitute final approval. The Contractor is still obligated to finish any incomplete portion of the installation and correct problems with workmanship or replace material that does not meet specifications. After turn-on, damage to the traffic signal installation caused by conditions beyond the Contractor’s control will be the responsibility of the City.

00990.90 Payment - Delete Pay Item (c) from the pay item list.

Delete the paragraph that begins “Item (c) includes furnishing and installing...”

Replace the paragraph that begins “In Items (a), (b), (c), (d), (f) ...” with the following paragraph:

In Items (a), (b), (d), (f) and (g), the intersection location will be inserted in the blank.

Replace the paragraph that begins “Item (b) includes furnishing and replacing...” with the following paragraph:

Item (b) includes furnishing and replacing or installing items for an existing traffic signal installation and the detection system.

Replace the paragraph that begins "Mast arm pole and strain pole foundations ..." with the following paragraph:

Drilled shaft foundations for traffic signal 15 foot through 55 foot mast arm supports will be paid for according to 00963.90. Drilled shaft foundations for traffic signal 60 foot through 75 foot mast arm supports will be paid for according to 00921.90.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

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

Description

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

Materials

01012.10 Materials - Furnish Material meeting the following requirements:

Check Dam, Type 2	00280.15(a)
Concrete.....	00440
Granular Drain Backfill Material	00430.11
Bee Hive Inlets	00470.11
Riprap.....	00390.11
Storm Sewer Pipe	00445.11
Water Quality Inlet/Outlet	00470.18
Thermoplastic Treatment Facility Identifier	00850.10
Planting	01040.79

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

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

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

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

01012.14 Rip Rap Flow Spreader - Furnish flow spreader aggregate material meeting the requirements of 00330.16 except:

- Provide a maximum size between 4 inches and 1 inches.
- No large rock fragments are allowed.

001012.16 Barrier Liner – Furnish a 30 Mil. PVC, HDPE barrier liner, or an equivalent as approved by the Engineer.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

- (a) **Scarify** - After excavation scarify the subsoil area a minimum 12 inches deep.
- (b) **HDPE Barrier Liner** – Install barrier liner along the back of the curb, as shown on plan sheet 2B and the City of Salem Drawing No. 241. HDPE Barrier Liner shall extend to include the biofiltration swale end slopes.
- (c) **Laying Pipe** - Lay the pipe according to Section 00445.
- (d) **Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used.
- (e) **Inspection and Repair** - Place the water quality mix only after all the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.
- (f) **Placement of Water Quality Mixture** - Place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller or approved equal.
- (g) **Planting** – Install plants according to Section 01040.

01012.41 Thermoplastic Treatment Facility Identifier - Install treatment facility identifier as shown in plans and according to Section 00850.

Maintenance

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

01012.71 Removal - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01040.70.

Measurement

01012.80 Measurement - The measurement of quantities for Work performed under this Section will be made on the Length Basis of the bottom of the swale and excluding end slopes.

The estimated quantities of Materials are:

Water Quality Swale Quantities:

Item	Quantity
Excavation.....	1,100 Cu. Yd.*
PVC, HDPE Liner, 30 Mil	3,600 Foot
Water Quality Mixture.....	820 Cu. Yd.
Curb Cut Inlet.....	200 Each
Bee Hive Inlet.....	37 Each
8 Inch Biofiltration Swale Storm Sewer Connecting Pipe.....	1,460 Foot

Water Quality Connectors Inlets/Outlets	58 Each
4"-1" Rock.....	55 Cu. Yd.
Treatment Facility Identifier.....	3,900 Foot
Planting.....	11,200 Each

*Excavation quantities assume the landscaped buffer is fully backfilled to top of the curb. Actual quantities will be significantly lower if water quality excavation occurs prior to landscaped buffer backfilling.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for "Water Quality Swale".

Pay Item	Unit of Measurement
(a) Water Quality Swale.....	Foot
(b) Water Quality Plant Establishment.....	Lump Sum

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

Item (b) includes includes all work associated with plant establishment in water quality swales as described in the section "Plant Establishment" in section 01040. Upon completion of the Establishment Period, full payment will be made for all surviving and replaced plants. No partial payments will be made for plant establishment.

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:

- **Lawn Seeding:**

Name	PLS Specified Rate (lb/acre)
Fine Fescue**	120
Perennial Ryegrass**	240

** Furnish strong growing, site appropriate, disease resistant varieties

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.

01030.40 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.

01030.60 General - Add the following sentence after the last bullet:

The minimum living plant coverage for woody or other plant seeding is 95 percent of ground surface.

01030.45 Soil Testing – Replace the first sentence with the following:

Test Soil according to 01040.13. Soil testing will be provided by the contractor.

01030.80 General - Add the following sentence after the last bullet:

- The estimated area of Lawn Seeding is 1.2 acres.

01030.90 Payment – Delete (a) Soil Testing. No separate or additional payment will be made for soil testing.

SECTION 01040 - PLANTING

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

001040.02 Definitions - Add the following definition:

Weed Free - See 01030.02 for weed free definition

01040.80(b) Topsoil and Wetland Topsoil – Add the following sentence at the end of the subsection:

- Topsoil shall be placed at a minimum depth of 4 inches.
- The estimated volume of top soil is 620 cubic yards.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.80(f) Removing and Rebuilding Fence - Replace this subsection, except subsection number and title, with the following subsection:

No measurement will be made for removing and rebuilding fences.

01050.90(d) Removing and Rebuilding Fence - Replace this subsection, except subsection number and title, with the following subsection:

No payment will be made for removing and rebuilding fences.

SECTION 01069 - METAL HANDRAIL

Section 01069, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01069.00 Scope - This Work consists of furnishing and installing metal handrails and pedestrian rail units as shown or directed.

Materials

01069.10 Materials - Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Metal Handrail	02830

Construction

01069.40 Metal Handrail:

(a) **Handrail** - Fabricate and install imbedded and bolted down metal handrail as shown.

01069.41 Welding - Welding, welder qualifications, prequalification of weld details and inspection of welds shall conform to AWS D1.1. Submit all welding procedure specifications 7 Days prior to fabrication to the Engineer for approval.

01069.42 Concrete Footings - Dimensions of footings shall not be less than shown and shall fill the excavated areas. Place the concrete with contact against firm Soil at the sides and bottom and tamp around the posts and brace ends after the posts and braces have been brought to and firmly held in proper position.

Strike off, slope or crown and smooth the surface of the concrete at the ground level to shed water. Allow to cure for at least 5 Calendar Days before subjecting the posts to strain.

Excavate for concrete footings to reasonably Neat Lines, but not less than the specified dimensions in Soil, or not less than 18 inches deep in Rock. Prevent disturbance of original ground at the sides and bottom of the excavation.

Dispose of Materials removed under these provisions, including excess excavation, in a satisfactory manner.

01069.43 Bolt Holes:

- (a) Punched Holes** - Use a die with a diameter not exceeding the diameter of the punch by more than 1/16 inch. Ream holes that are required to be enlarged to admit the anchor bolts. Make clean cut holes without torn or ragged edges.
- (b) Accuracy of Punched Holes** - After punching the holes in the plate, stack the plates with the edges even and insert a cylindrical pin, 1/8 inch smaller in diameter than the nominal size of the punched hole, through the punched holes perpendicular to the face of the plate. No drifting of the rod while passing through each of the punched holes in the stack is allowed. Ensure that the edges of the stack stay in alignment. Non-conforming pieces will be rejected.

Measurement

01069.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

- Length Basis** - Metal handrail will be measured on the length basis, by measuring along the top rail member, from center of end post to center of end post.

Payment

01069.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following item:

Pay Item	Unit of Measurement
(a) Metal Handrail, Two Rails	Foot

In item (a), the number of rails 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.

SECTION 01070 - MAILBOX SUPPORTS

Replace the subsection title with the following: **“MAILBOXES AND MAILBOX SUPPORTS”**

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

001070.00 Scope – Add the following paragraph:

Furnish and install new new locking and non-locking mailboxes with reflectorized numbers. Replace existing mailboxes with new mailboxes of similar in size.

Remove, protect and reinstall existing cluster box unit (CBU) as indicated on the plans. Place CBU on concrete pad that meets ADA standards, United States Postal Service standards and the manufactures written specifications. Provide rebar and anchoring that meets manufacturers written specifications. Face CBU with homeowner access doors facing easterly.

Add the following subsection:

01070.16 Mailboxes - Furnish new mailboxes that meet the following requirements:

- Are U.S. Postmaster approved.
- Constructed of light sheet metal, aluminum or plastic.
- Powder- coat finish.
- Weigh 22.4 pounds or less.

1070.80 Measurement – In the sentence that begins “the quantities of...” before mailbox supports, add “Mailboxes,”.

1070.90 Payment – Add the following pay items:

Pay Item	Unit of Measurement
(d) Mailbox with Numbers.....	Each
(e) Mailbox, Locking with Numbers.....	Each
(f) Remove and Relocate Existing Cluster Box Unit.....	Each

Item (d) includes furnishing mailbox with reflectorized numbers. Installing mailbox on mailbox support and reinstalling a permanent location.

Item (e) includes furnishing locking mailbox with reflectorized numbers. Installing mailbox on mailbox support and reinstalling a permanent location.

Item (f) includes furnishing all materials, labor, and equipment necessary to complete the work as specified.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions: Replace the sentence that begins “**Pozzolans** - Fly ash, silica fume...” with the following sentence:

Pozzolans - Fly ash, natural pozzolans, silica fume, and high-reactivity pozzolans.

Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious

Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

Add the following subsection:

02001.30(e)(2) Lightweight Fine Aggregate for Internal Curing - Use lightweight fine aggregate (LWFA) according to ASTM C1761 for Internally Cured (IC) concrete. Provide a Test Report from within the last calendar year showing the product meets ASTM C330.

Maintain the LWFA at or above Saturated Surface Dry (SSD) condition by uniformly saturating and allowing drain down prior to batching and verify moisture condition by sampling and testing according to ODOT TM 249. Maintain the SSD condition during all batching operations.

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe - Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittingsASTM F2764

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications.

SECTION 02530 – STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

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 R 90. 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	(½ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(½ 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 00165.40.

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”.

SECTION 02830 - METAL HANDRAIL

Section 02830, which is not a Standard Specification, is included in this Project by Special Provision.

Description

02830.00 Scope - This Section includes the requirements for the steel in handrail for stairways and pedestrian facilities.

Materials

02830.10 Shapes, Plates, and Bars - Shapes, plates, and bars shall conform to ASTM A36.

Punch anchor plate bolt holes at the locations shown before fabrication.

02830.20 Steel Pipe - Steel pipe shall conform to ASTM A500, seamless, Grade B.

02830.21 Steel Tube - Steel tube shall conform to ASTM A500, seamless, Grade B.

02830.22 Fasteners - Fasteners shall meet the requirements of Section 02560. Machine screws shall be SAE 18 8 stainless steel.

02830.30 Galvanizing - Hot-dip galvanize all handrail components according to AASHTO M 111 (ASTM A123) after shop fabrication.

02830.31 Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780 and ASTM A123. Minimum zinc content for Method A2 is 94 percent on the dry film.

02830.40 Incidentals - Plates, caps, and miscellaneous pieces necessary to complete the rail shall be as shown.

02830.50 Acceptance - Acceptance of handrail Materials will be according to 00165.35 and this Section.

SECTION 02910 – ILLUMINATION AND TRAFFIC CONTROL MATERIALS

Comply with Section 02910 of the Standard Specifications.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

Add following subsection:

02926.41(f) Electrical Splice Materials - Furnish electrical splice materials meeting the following requirements:

- **Split bolt** - Made of silicon bronze to securely join the wires both mechanically and electrically.
- **Heat-shrink tubing** - Split-resistant and adhesive-lined tube made of polyolefin complying with UL 224 or UL 486D, temperature range -67° to 230 °F, with 600 V rated inner melting wall or liner to provide void-free encapsulated insulation.
- **Insulating rubber tape** - Electrical grade, nondrying, rubber based, elastic type complying with ASTM D4388.
- **Insulating vinyl plastic tape** - Low temperature (0°F) resistant, vinyl chloride plastic, electrical insulating tape with pressure-sensitive adhesive. Comply with ASTM D3005.