



Contract Review Sheet

PW-6022-24

Public Improvement Agreements #: PW-6022-24 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: (503) 566-4139 Analyst: Kathleen George

Title: Construction of Brown's Island Access Road Bridge

Contractor's Name: Farline Bridge, Inc.

Term - Date From: Execution Expires: June 30, 2025

Original Contract Amount: \$ 332,516.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 332,516.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1514-24

Description of Services or Grant Award

Construction of a bridge on the Brown's Island access road following road erosion.

Desired BOC Session Date: 4/17/2024 Files submitted in CMS for Approval: 3/27/2024

Agenda Planning Date: 4/4/2024 Printed packets due in Finance: 4/2/2024

Management Update: 4/2/2024 BOC upload / Board Session email: 4/3/2024

BOC Session Presenter(s) Brian May, Ryan Crowther

FOR FINANCE USE

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: April 17, 2024

Department: Public Works

Title: Brown's Island Bridge

Management Update/Work Session Date: April 9, 2024 Audio/Visual aids

Time Required: 5 min. Contact: Ryan Crowther Phone: 503-566-3984

Requested Action: Approve construction contract PW-6022-24 with Farline Bridge Inc. for the construction of a bridge at the Brown's Island Landfill.

Issue, Description & Background: A large culvert at the public entrance to Brown's Island Landfill is failing. This project will construct a bridge over the existing culvert to ensure continued public access. The low bid received to construct the bridge was submitted via Invitation to Bid by Farline Bridge Inc. with a total bid of \$332,516.00.

Financial Impacts: This is a budgeted expense in the current fiscal year.

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 ensuring continued access to the Brown's Island Landfill.

List of attachments: Construction Contract PW-6022-24, including bid submittal items

Presenter: Ryan Crowther

Department Head Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443...

CONSTRUCTION CONTRACT PW-6022-24

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 "Agency" and, Farline Bridge, Inc., hereinafter called the "Contractor" for the Project entitled: Construction of Brown's Island Access Road Bridge.

WITNESSETH

Contractor, in consideration of the sum of \$332,516.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, 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.

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 the Agency and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, 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 or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon 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 State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon 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 Agency; 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. THAT 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 Agency and to its satisfaction, the Agency 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 Agency 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 Agency 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 Agency 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 Agency 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, Agency 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, Agency 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 Agency, 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 Agency 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 Agency 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 Agency 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 below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

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

FARLINE BRIDGE, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

BROWN'S ISLAND BRIDGE

Bridges and Structures

MARION COUNTY, OREGON

Bid Publication Date: March 6, 2024

Bid Opening: March 21, 2024

MARION COUNTY BID #: PW1514-24

OREGONBUYS BID SOLICITATION #: S-C25102-00009564

ECMS NO. 2024-251

ACCOUNTING PROJECT NO. 101199

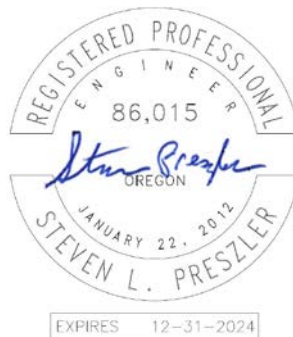
MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell Commissioner

Colm Willis Commissioner

Kevin Cameron Commissioner

Brian Nicholas, Director of Public Works



Electronic copies of this Invitation To Bid and attachments, if any, can be obtained from the Marion County Procurement Portal at the URL:

<https://contracts.co.marion.or.us/gateway/>

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INTRODUCTION

1.1 Description of Work

Construction of the Brown's Island Bridge as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$400,000 to \$650,000.

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, Place and Methods of Receiving Bids

Bids must be submitted via Marion County Procurement Collaboration by 2:00 p.m. on March 21, 2024 (Bid Closing). Bids will be considered time-stamped and received by the County at the time they are uploaded to the Procurement Collaboration Portal at <https://contracts.co.marion.or.us/gateway/>.

It is the Bidder's responsibility to ensure that bids are received by the County prior to the stated submission deadline at the URL shown above. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Electronic 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/bso/>.

1.4 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Complete all Work to be done under the Contract no later than June 30, 2024, according to 00180.50(h).

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.

1.6 Funding

This project is locally funded.

1.7 Project Information

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

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 Agency 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 2024 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/2024 MCPW General Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2024_MCPW_General_Conditions.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

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. 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 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.12 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

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

- First-Tier Subcontractor Disclosure Form

The County 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 County 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.

1.13 Bid Evaluation

The Agency will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the Agency per Section 00120.70 of the General Conditions. The Agency reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the Agency.

1.14 Contract Expiration Date

Contract 2024-251 expires on June 30, 2025.

BID SCHEDULE
 Marion County Public Works
 The Construction of Brown's Island Bridge
 Marion County Bid Solicitation #: PW1514-24
 OregonBuys Bid Solicitation #: S-C25102-00009564
 ECMS #: 2024-251

PROJECT NUMBER 1 - Brown's Island Bridge

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$32,000.00	\$32,000.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$1,500.00	\$1,500.00
280.255	CONCRETE WASHOUT FACILITY	1.00	Each	\$1,000.00	\$1,000.00
280.332	SEDIMENT BARRIER TYPE 3	200.00	Foot	\$5.00	\$1,000.00
290.100	POLLUTION CONTROL PLAN	1.00	Lump Sum	\$500.00	\$500.00
306.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$3,000.00	\$3,000.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$1,000.00	\$1,000.00
320.100	CLEARING AND GRUBBING	1.00	Lump Sum	\$2,000.00	\$2,000.00
510.250	STRUCTURE EXCAVATION	1.00	Lump Sum	\$6,500.00	\$6,500.00
510.750	GRANULAR STRUCTURE BACKFILL	1.00	Lump Sum	\$7,000.00	\$7,000.00
520.150	FURNISH AND DRIVE STEEL SHEET PILING	1.00	Lump Sum	\$75,000.00	\$75,000.00
530.100	REINFORCEMENT	1.00	Lump Sum	\$12,750.00	\$12,750.00
540.104	FOUNDATION CONCRETE, CLASS 4000	1.00	Lump Sum	\$22,000.00	\$22,000.00
640.100	AGGREGATE BASE	30.00	Tons	\$198.00	\$5,940.00
740.100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	20.00	Tons	\$296.30	\$5,926.00
749.095	EXTRA FOR ASPHALT APPROACHES	1.00	Each	\$3,400.00	\$3,400.00
1030.228	NATIVE SEEDING	1.00	Lump Sum	\$2,000.00	\$2,000.00
1050.700	REMOVING AND REBUILDING FENCE	40.00	Foot	\$200.00	\$8,000.00
1050.730	REMOVING AND REBUILDING GATES	1.00	Each	\$4,000.00	\$4,000.00
9999.550	BRIDGE SUPERSTRUCTURE - COMPLETE	1.00	Lump Sum	\$138,000.00	\$138,000.00

ECMS 2024-251 - TOTAL EXTENSION

\$332,516.00

BID CERTIFICATION

The Honorable Board of
County Commissioners
Courthouse Square
555 Court St. NE, 5th Floor, Suite 5232
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 Agency, 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 Agency, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Agency, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals 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) and 323 (Cigarettes And Tobacco Products Tax), 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 Marion County Procurement Collaboration Portal website. Addenda may be downloaded from the web-site.
- The Bidder shall be responsible for diligently checking the Marion County Procurement Collaboration Portal 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 \$ 25,000,000.

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.

[The remainder of this page intentionally left blank.]

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)	Oakland, OR/Roseburg, OR
Owners Name	Oregon Department of Transportation
Type of Work	Bridges, Replace Two Existing Vehicular Bridges
% Completed	80%
Estimated Completion Date	August 2024

Contract #2

Location (city/state)	Tigard, OR
Owners Name	Oregon Department of Transportation
Type of Work	Bridges & Trail Construction
% Completed	20%
Estimated Completion Date	12-31-2024

Contract #3

Location (city/state)	Swisshome, OR
Owners Name	Oregon Department of Transportation
Type of Work	Bridges, Perform Slesmic Upgrades and Bridge Rail Retrofits on and Exlating Bridge
% Completed	100%
Estimated Completion Date	7/30/2022

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

#1 Project Owner Reference

Reference Name	Chris Hunter
Business or Employer	Oregon Department of Transportation
Telephone	(541) 643-3813
Project Name/\$ Amount	Old Hwy 99N; Oakland & Melrose Rd; Conn Ford Bridges \$22,727,628.20

#2 Project Owner Reference

Reference Name	Aaron Inman
Business or Employer	Oregon Department of Forestry
Telephone	(503) 815-7073
Project Name/\$ Amount	Whitney Creek Bridge Construction \$769,410.00

#1 Subcontractor Reference

Reference Name	Tyler Thayer
Business or Employer	JRT Construction, LLC
Telephone	(541) 530-7725
Project Name/\$ Amount	Old Hwy 99N; Oakland & Melrose Rd; Conn Ford Bridges \$3,139,615.75

#2 Subcontractor Reference

Reference Name	Derek Hansen
Business or Employer	D&I Excavating
Telephone	(503) 871-4295
Project Name/\$ Amount	Silverton Rd: Little Pudding River BR Replacement \$893,540.00

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

Company: Farline Bridge, Inc.
(Print or Type)

Address: 1446 Miller Dr
(Print or Type)

City, State Zip Stayton, OR 97383
(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:

David Walczak, President _____

Dated this 21st day of March, 2024.

Construction Contractor's
Board Registration Number
1941787

Farline Bridge, Inc.
Firm Name

[Signature]
Signature of Bidder

David Walczak
Name Print or Type

President
Title Print or Type

Telephone No. 503-769-3014

Email Address: joey@farlinebridge.com

Tax ID # 45-2753401

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Farline Bridge, Inc.
Fidelity and Deposit Company of
Maryland, hereinafter called the Principal, and _____, a Corporation organized and existing under and by virtue of the laws of the state Illinois duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the Agency, 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 Browns Island Bridge - Marion County Permit #PW1514-24 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 Agency the penal sum as liquidated damages.

Signed and sealed this 20th day of March, 2024.

Farline Bridge, Inc.

Principal

By: 

Fidelity and Deposit Company of Maryland

Surety

By: Tracy Stewart
Digitally signed by Tracy Stewart
DN: cn=Tracy Stewart, o, ou,
email=tracy@agadowski.com, c=US
Date: 2024.03.20 10:45:02 -0700

Attorney-in-Fact Tracy Stewart

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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ty R. MOFFETT, Derek A. SADOWSKI, Tracy L. STEWART, Beau WEATHERS of Salem, Oregon, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Oregon

Kate Brown, Governor

Department of Transportation
ODOT Procurement Office - Construction
355 Capitol Street NE, MS#5-1
Salem OR, 97301
Phone: (503) 986-2710

July 20, 2022

FARLINE BRIDGE INC
JOEY WALCZAK
PO BOX 149
STAYTON, OR 97383

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: **August 01, 2022**

Your prequalification application is valid through: **August 01, 2024**

Your vendor number is: **CV21000070**

Work Classifications:

(AB)-AGGREGATE BASE

(BLD1)-BUILDINGS

(ELEC)-ELECTRICAL

(MHA)-MISC. HIGHWAY APPURTENANCES

(PAVE)-PAVEMENT MARKINGS

(REIN)-BRIDGES AND STRUCTURES

(TTC)-TEMPORARY TRAFFIC CONTROL

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(EART)-EARTHWORK AND DRAINAGE

(LS)-LANDSCAPING

(PAI1)-PAINTING

(PCP)-PORTLAND CEMENT CONCRETE PAVING

(SIGN)-SIGNING (PERMANENT)

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:

https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in OregonBuys which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecmnet.odot.state.or.us/ebidse/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Betty Fears

Oregon Department of Transportation
Procurement Office - Construction Contracts Unit, MS# 5-1
355 Capitol Street NE
Salem, OR 97301-3870
Phone: 503-986-2710
ODOTProcurementOfficeConstruction@odot.oregon.gov

PERFORMANCE BOND

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

We the undersigned Farline Bridge, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and * a corporation organized and existing under and by virtue of the laws of the state of Illinois 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 AGENCY), the amount of ** Dollars (\$332,516.00) in lawful money of the United States of America. CONTRACTOR shall name the Oregon Department of Transportation and State of Oregon as additional obligee under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Brown's Island Access Road Bridge - Contract #PW-6022-24

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 ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by AGENCY 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 AGENCY. 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 *** 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 AGENCY, the Oregon Department of Transportation and the STATE OF OREGON, their respective 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.

*Fidelity and Deposit Company of Maryland

**Three Hundred Thirty Two Thousand Five Hundred Sixteen Dollars & 00/00

***Construction of Brown's Island Access Road Bridge - Contract #PW-6022-24

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of March, 2024.

Fidelity and Deposit Company of Maryland

SURETY

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE

Street Address

Salem, OR 97302

City State ZIP

(503) 362-2711

Phone Number

Farline Bridge, Inc.

CONTRACTOR

By: Mark Lynn

Title: President

PO Box 149

Street Address

Stayton, OR 97383-0149

City State ZIP

(503) 769-3014

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 Farline Bridge, Inc. as PRINCIPAL and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the state of Illinois, 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 Three Hundred Thirty Two Thousand Five Hundred Sixteen Dollars & 00/100 Dollars (\$332,516.00) 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 _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Brown's Island Access Road, Bridge - Contract #PW-6022-24

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 ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, 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 26th day of March, 2024.

Fidelity and Deposit Company of Maryland
SURETY

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State Zip

(503) 362-2711
Phone Number

Farline Bridge, Inc.
CONTRACTOR

By: Paul Lynn

Title: President

PO Box 149
Street Address

Stayton, OR 97383

(503) 769-3014
Phone Number

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ty R. MOFFETT, Derek A. SADOWSKI, Tracy L. STEWART, Beau WEATHERS of Salem, Oregon, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

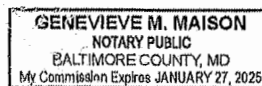
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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?

 ✓ 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 Farline Bridge, Inc.

Name/Title David Whlczak, President

Address 1445 Miller Dr, Stayton, OR 97383

Signature 

Date 3-21-2024

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 the Invitation To Bid and submitting it together with the Bid documents to the County's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the County's Procurement Collaboration Portal **NOT LATER THAN** two (2) hours after the time Bids are due; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) hours after the time Bids are due; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305 **NOT LATER THAN** two (2) hours after the time Bids are due. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on Brown's Island Bridge" (see Invitation To Bid cover page).

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 Brown's Island Bridge

ECMS Contract # 2024-251

Bid Opening Date 3-21-2024

Name of Bidding Contractor Farline Bridge, 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 None	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

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

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>.

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

SPECIAL PROVISIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Supplemental Specifications modified as follows.

00110.05(e) Reference to Websites – After the first paragraph add the following bullet:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions.:

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions.

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:

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

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

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

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

Add the following to the end of the bullet list:

- 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".

Add the following subsection:

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

Table 00150-1

Utility	Contact Name	Email and Phone Number
NW Natural	Andrew Schurter	Andrew.Schurter@nwnatural.com 503-932-8008
NW Natural	Sean Miller	sean.miller@nwnatural.com 971-712-4711
PGE	Coordination Center	Service.Coordinators@pqn.com 503-463-4348
Comcast (dba Infinity)	Jason McDonald	Jason_McDonald3@comcast.com 503-924-9120
Lumen	Travis Vaughn	Travis.Vaughn@CenturyLink.com 541-749-0347

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 sentence 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:

00170.70(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

Comply with Section 00180 of the General Conditions modified as follows:

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
Holidays and Special Events	00220.40(e)
Contract Completion Time	00180.50(h)

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

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

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

00180.42 Preconstruction Conference - Add the following sentence to the first paragraph:

The meeting is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, 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 June 30, 2024

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)– Replace the last paragraph with the following:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1130 per calendar day.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the General Conditions.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR 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 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.70(b) Detours and Stage Construction – Replace this subsection with the following:

00220.70(b) Construction Site – The project is located at Browns Island Landfill, the site will not need traffic control during work hours.

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

Do not close or block any traffic lane On Faragate Avenue S.

Add the following subsection:

00220.40(f) Work Hours – Perform all construction activities as follows:

- Daily, Monday through Friday between 7:30 a.m. and 7:00 p.m., unless approved in writing by the Engineer.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62(b) Rainfall – After the second sentence add the following sentences.

The contractor may use the closest on-line rain gauge at McNary Field Station located at: <https://www.wunderground.com/weather/KSLE>.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.90 Pollution Control - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00305 – CONSTRUCTION SURVEY WORK

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

00305.05 3D Engineered Models – Replace this subsection, except for the subsection number and title, with the following:

No topographic survey was completed for this project. The project plan base map and existing surface was produced from Lidar, aerial imagery, and County GIS data, all of which are available to the Contractor in electronic format.

Add the following subsections:

00305.40 Survey Preconstruction Conference – The Contractor, Surveyor, Survey Crew Leader, and all surveying personnel who are involved in the survey work shall meet with the Engineer prior to beginning survey work. The purpose of this meeting will be to discuss methods and practices of accomplishing the survey work.

00305.41 Survey Work – Survey work shall include the following:

- Establishing temporary control sufficient to construct the bridge to the proposed lines and grades.
- Preliminary field staking of the proposed bridge layout as shown on the plans, or as modified by the Contractor and approved by the Engineer.
- Final field staking of the proposed bridge sufficient to control the horizontal and vertical location of the bridge in relation to the features shown on the plans and as approved by the Engineer.

Assumed elevations and bearings based upon existing features are acceptable.

Following preliminary field staking the Contractor shall meet in the field with the Engineer to field verify that the proposed layout meets the intent of the plans, specifications and special provisions. Final staking shall not be performed until the layout is approved.

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

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

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

The estimated quantity of structure excavation is:

Location	Structure Excavation
	(Cubic Yard)
Footings	50

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

The estimated quantity of structure backfill is:

Location
Footings

**Structure Backfill
(Tons)
22**

SECTION 00520 - DRIVEN PILES

Comply with Section 00520 of the Standard Specifications modified as follows:

Add the following subsection:

00520.15 Sheet Piling – Furnish sheet piling at each abutment fabricated from ASTM A572 Grade 50 steel or better and meeting the following requirements:

- Minimum section modulus – 14.6 in³/ft width
- Minimum section depth – 12 in

Submit the following unstamped information for approval according to 00150.35:

- Manufacturer's name
- Section modulus
- Section depth
- Wall thickness
- Grade of steel
- Details and dimensions of sheets
- Detail layout of sheets

The use of salvaged, reused and/or repurposed sheet piling is acceptable provided the piling is sound, straight, has no perforations greater than 3" in any dimension, the interlocks are in sound working order, and the piling is otherwise suitable for installation and use in accordance with these specifications.

00520.80(b) Furnish Piles - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for steel piles. No allowance will be made for the length of pieces furnished by the Contractor to replace piles previously accepted by the Engineer that are damaged before completion of the Project.

00520.80(c) Drive Piles – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for driving steel piles.

Add the following subsection:

00520.80(h) Sheet Piling – No measurement of quantities will be made for furnishing and driving steel sheet piles. The estimated quantity of steel sheet piling required is 2,160 square feet, not including overlaps.

00520.90 Payment – Add the following pay item to the pay item list:

Pay Item	Unit of Measurement
(m) Furnish and Drive Steel Sheet Piling.....	Lump Sum

Replace the paragraph that begins “Item (d) includes cutting off piles, treating...” with the following sentence:

Item (d) includes cutting off piles to the tops of footings, treating and capping pile heads, attachment channels, threaded rod, nuts, washers and incidentals necessary to complete the work as specified.

After the paragraph that begins, “Item (k) includes...” add the following paragraphs:

Payment for item (m) will be payment for furnishing all equipment, labor, materials, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Driving the sheet piling
- Furnishing sheet pile tip protectors and pile top reinforcement
- Cutting off the tops of the steel sheet piling approximately flush with the tops of footings

SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE

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

00530.80(a) Lump Sum – After the first paragraph and the following:

- The estimated quantity of reinforcement is 1,200 lbs of Grade 60 rebar for footings.

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

SECTION 00540 - STRUCTURAL CONCRETE

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

00540.80(a)(1) Lump Sum – After the third paragraph add the following:

The estimated quantity of concrete is:

Type and Class	Quantity (Cu. Yd.)
Foundation Concrete, Class 4000	20

SECTION 00549 – BRIDGE SUPERSTRUCTURE

Section 00549, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00549.00 Scope - This Work consists of supplying and installing a bridge superstructure, to the minimum dimensions shown in the Plans.

00549.02 Required Submittals - Submit the following at least 10 Calendar Days before the preconstruction conference:

- The layout and dimensions of the proposed superstructure, railing and any surfacing;
- A typical section of the proposed superstructure;
- Estimated weight of the superstructure in place, including railing and surfacing;
- Shop drawings and design calculations for the superstructure;
- Materials certification and testing, if an existing superstructure is proposed;
- Proposed abutment connection and bearing details;
- Bridge rail Test Level certification with any substantiating calculations;
- Shop drawings and design calculations for the substructure, if required under Section 00549.05.

Design

00549.03 Loading - The following superstructure loading parameters have been established for this Project:

(a) Unit Weights – Minimum Unit weights used for determining design dead loads shall be the unit weights specified in the current edition of the AASHTO LRFD Bridge Design Specifications.

(b) Live Loads – The bridge superstructure, bearings and connections to the abutments shall be designed to the following minimums:

- Vertical: Two HL-93 Live Load lanes
- Longitudinal: 27.0 kips
- Transverse: 28.5 kips

(c) Bridge Rail Loads – Standard bridge rail configurations that have been MASH, NCHRP 230 or NCHRP 350 tested to a minimum TL-2 crash test rating will be acceptable. For non-standard or modified standard rail configurations, calculations demonstrating a minimum TL-2 strength requirement as defined in the current edition of the AASHTO LRFD Bridge Design Specifications shall be required. Bridge rail shall have a minimum height of 31 inches above finish deck height and a maximum width of 1.33 feet.

00549.04 Calculations – Calculations shall be submitted that show the superstructure system and any constituent parts meet the loading requirements specified in Section 00549.03 of these special provisions. No superstructure materials shall be incorporated into the work until the superstructure system has been approved by the Engineer.

00549.05 – Structural Footings – In the event the proposed superstructure weight and span result in foundation (substructure) loads exceeding limits stated in the plans, Contractor shall design and construct structural footings conforming to the design criteria stated in the plans.

Materials

00543.10 Materials – Used, salvaged and/or repurposed materials, structural elements and structural systems are acceptable for use on this project. Furnish Materials meeting the requirements of the applicable standard specifications for the materials making up the superstructure. If asphalt surfacing is used, material meeting the requirements of Standard Specification Section 00740 is acceptable. Used materials or superstructures shall have a minimum of 25-year design service life remaining based on a 75-year original design service life. Used materials, structural elements and structural systems will be inspected by the engineer for damage or wear and shall be repaired or refurbished as directed by the Engineer prior to final acceptance. The use of wood components is prohibited.

00543.15 Bridge Bearings – Provide bridge bearings conforming to Section 00582.

Construction

00543.40 Placement - Placement shall be in accordance with the best practices prescribed for the materials making up the superstructure as described in the Standard Specifications for each of the constituent parts. For existing superstructures or superstructure members, corrective work as determined in Section 00543.10 of these special provisions shall be completed prior to placement.

00543.42 Deck – Acceptable deck and deck surfacing material is as follows:

- Reinforced Concrete Deck meeting the requirements of Section 00540 of the Standard Specifications.
- Precast prestressed concrete members meeting the requirements of Section 00550 of the Standard Specifications.
- Steel pan decking with asphalt concrete pavement, structural concrete, Controlled Low Strength Material (CLSM) meeting the requirements of Section 00442 of the Standard Specifications along with an ACP surface or a combination of both meeting the aforementioned requirements.

No open steel grating or untextured steel decking will be allowed.

Measurement

00549.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00543.90 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
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Bridge Superstructure, Complete.....	Lump Sum
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Payment will be payment in full for furnishing and installing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- Furnishing and installing bearings
- Furnishing and installing abutment connections
- Furnishing bridge rail
- Furnishing and applying waterproofing membrane, if used.
- Asphalt surfacing, if used
- Structural concrete overlay, if used
- Furnishing
- Finishing

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.16 Acceptance of Aggregates - Replace paragraph with:

Submittal for aggregate material shall be provided for review and acceptance prior to placement.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt – Delete the last paragraph.

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

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

SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)

Comply with Section 00740 of the Standard Specifications modified as follows:

00740.10 Materials – Delete the last sentence and replace with the following:

A copy of the JMF shall be provided to the Agency for review and approval before paving.

00740.12 Asphalt Cement – In the first sentence, delete PG 64-28.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 01030 – SEEDING

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

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

Provide the following seed mix formulas:

Native Plant Seeding:

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Hordeum brachyantherum Meadow Barley	17.45
Bromus carinatus California Brome	15.27
Festuca rubra Native Red Fescue	8.73
Deschampsia cespitosa Tufted Hairgrass	1.31
Agrostis exarata Spike Bentgrass	0.87

* Oregon Certified Seed

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications. used on Commercial Grade Concrete.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications.