



Contract Review Sheet

PW-6013-24

Public Improvement Agreements #: PW-6013-24 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works Department

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

Title: Construction of Hazelgreen Road NE: Pudding River Bridge

Contractor's Name: Farline Bridge, Inc.

Term - Date From: Execution Expires: January 31, 2026

Original Contract Amount: \$ 3,824,332.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 3,824,332.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement ITB# PW1479-24

Description of Services or Grant Award

Public Improvement Agreement for Construction of Hazelgreen Road Pudding River Bridge - Replace Bridge 5387 with a new pre-stressed concrete structure meeting current standards for load capacity, deck width, barrier, approach rail and bridge hydraulics. Estimated work completion is end-of-year 2024, so contract expiration is requested to be one additional year for work order adjustments.

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) 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: Hazelgreen Rd NE: Pudding River Bridge Replacement

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

Time Required: 5 min Contact: Ryan Crowther Phone: 503-365-3112

Requested Action: Approve construction contract PW 1479-24 with Farline Bridge Inc. for the construction of the Hazelgreen Road NE: Pudding River Bridge.

Issue, Description & Background: Marion County has received Local Bridge Program funds to replace the Hazelgreen Road NE: Pudding River Bridge. The low bid received to construct the bridge was submitted via Invitation to Bid by Farline Bridge, Inc. with a total bid of \$3,824,332.00.

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 and improving safety.

List of attachments: Construction Contract PW-6013-24, including bid submittal items

Presenter: Ryan Crowther

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

CONSTRUCTION CONTRACT PW-6013-24

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 Hazelgreen Rd NE: Pudding River Bridge.

WITNESSETH

Contractor, in consideration of the sum of \$3,824,332.00 (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

Hazelgreen Road NE: Pudding River Bridge

Grading, Structures, Drainage, Paving, Signing and Striping

MARION COUNTY, OREGON

Bid Publication Date: February 26, 2024

Bid Opening: March 19, 2024

MARION COUNTY BID #: PW1479-24

OREGONBUYS BID SOLICITATION #: S-C25102-00008703

ECMS NO. 2024-451

ACCOUNTING PROJECT NO. 105360

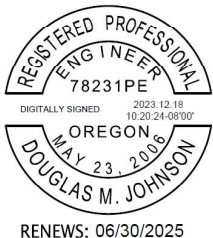
MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature (Doug Johnson)

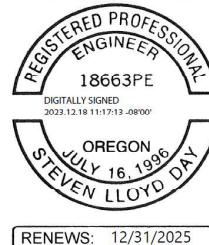


I certify the Special Provision Sections listed below are applicable to the design for the subject project for Temporary Work Access Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00253

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Steve Day)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Hazardous Materials Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00294, 00295, 00296

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Tai Imamura)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Roadway Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00305, 00310, 00320, 00330, 00331, 00350, 00641, 00730, 00744, 00810, 01050

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Atalia Raskin)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Drainage Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00445, 00470, 01011

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Brookley Henri)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Roadside Development Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 01030, 01040

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Makenzie Ellet)

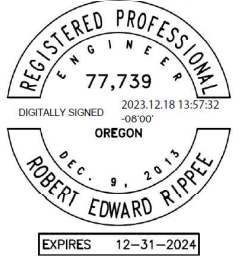


I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00390, 00501, 00510, 00520, 00530, 00540, 00545, 00550, 00582, 00584 00585, 00587, 00596A

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Seal w/signature (Robert Rippee)



I certify the Special Provision Sections listed below are applicable to the design for the subject project for Traffic Control Items. Modified Special Provisions were prepared by me or under my supervision.

Sections 00220, 00221, 00222, 00223, 00224, 00225, 00280, 00855, 00860, 00865, 00905, 00910, 00940, 00962, 01051, 02910

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

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INTRODUCTION

1.1 Description of Work

Construction of Grading, Structures, Drainage, Paving, Signing and Striping on Hazelgreen Road NE: Pudding River 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 \$4,000,000 to \$6,000,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Construction for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Agency 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 19, 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 Agency 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/bsol/>.

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

Refer to Special Provision 00180.50(h).

1.6 Class of Project

This is a Federal-aid Project. Assistance Listing No. 20.205.

1.7 Class of Work

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

1.8 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:

Chalyce MacDonald, Sr. Contracts Specialist, PWContracts@co.marion.or.us, 503-566-4139

1.9 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 Agency 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.

1.10 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 v2024, 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.

1.11 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.

1.12 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
- 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.

1.13 Rejection of Bids

The Agency reserves the right to reject Bids as specified in 00120.70.

BID SCHEDULE
 Marion County Public Works
 Hazelgreen Rd NE: Pudding River Bridge
 Marion County Bid Solicitation #: PW1479-24
 OregonBuys Bid Solicitation #: S-C25102-00008703
 ECMS #: 2024-451

PROJECT NUMBER 1

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1.801	ACP MATERIAL PRICE ADJUSTMENT	0.00	As Authorized	\$1.00	
50.100	FEDERAL ON-THE-JOB-TRAINING	700.00	HR	\$15.00	\$10,500.00
210.100	MOBILIZATION	1.00	LS	\$380,000.00	\$380,000.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	\$10,000.00	\$10,000.00
225.070	TEMPORARY SIGNS	1,134.00	SF	\$28.00	\$31,752.00
225.114	TEMPORARY BARRICADES, TYPE III	30.00	EA	\$180.00	\$5,400.00
225.250	TEMPORARY REFLECTIVE PAVEMENT MARKERS	60.00	EA	\$2.50	\$150.00
225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	2.00	EA	\$6,000.00	\$12,000.00
225.490	FLAGGERS	96.00	HR	\$60.00	\$5,760.00
253.100	TEMPORARY WORK CONTAINMENT AND ACCESS	1.00	LS	\$25,000.00	\$25,000.00
280.100	EROSION CONTROL	1.00	LS	\$5,000.00	\$5,000.00
280.165	CHECK DAMS, TYPE 3	33.00	EA	\$70.00	\$2,310.00
280.182	CONSTRUCTION ENTRANCE, TYPE 1	2.00	EA	\$5,370.00	\$10,740.00
280.322	SEDIMENT BARRIER, TYPE 3	200.00	FT	\$5.00	\$1,000.00
280.332	SEDIMENT BARRIER, TYPE 8	311.00	16	\$8.50	\$2,643.50
280.400	SEDIMENT FENCE, SUPPORTED	2,837.00	FT	\$7.50	\$21,277.50
280.255	CONCRETE WASHOUT FACILITY	2.00	EA	\$1,500.00	\$3,000.00
280.582	MATTING, TYPE A	88.00	SY	\$7.00	\$616.00
280.583	MATTING, TYPE C	1,205.00	SY	\$6.00	\$7,230.00
280.592	COMPOST EROSION BLANKET	2,420.00	SY	\$3.80	\$9,196.00
280.700	TEMPORARY MULCHING, HYDROMULCH	2.80	AC	\$2,350.00	\$6,580.00
290.100	POLLUTION CONTROL PLAN	1.00	LS	\$500.00	\$500.00
290.190	TURBIDITY MONITORING	1.00	LS	\$2,500.00	\$2,500.00
290.200	WORK CONTAINMENT PLAN AND	1.00	LS	\$5,000.00	\$5,000.00
294.156	LEAD COMPLIANCE PLAN	1.00	LS	\$1,500.00	\$1,500.00
294.225	COMTAMINATED SOIL DISPOSAL	370.00	TN	\$79.00	\$29,230.00
305.100	CONSTRUCTION SURVEY WORK	1.00	LS	\$32,700.00	\$32,700.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	\$15,000.00	\$15,000.00
320.100	CLEARING AND GRUBBING	1.00	LS	\$65,000.00	\$65,000.00
330.100	GENERAL EXCAVATION	14,710.00	CY	\$15.00	\$220,650.00
331.230	18" SUBGRADE STABILIZATION	650.00	SY	\$38.00	\$24,700.00
350.180	SUBGRADE GEOTEXTILE	6,100.00	SY	\$2.50	\$15,250.00
390.100	LOOSE RIPRAP, CLASS 50	386.00	CY	\$108.00	\$41,688.00

390.310	RIPRAP BASINS	5.00	EA	\$950.00	\$4,750.00
445.144	12" STORM SEWER PIPE	40.00	FT	\$127.00	\$5,080.00
445.158	18" CULVERT PIPE	301.00	FT	\$101.00	\$30,401.00
445.309	SLOPED END SECTION, 18 INCH	6.00	EA	\$180.00	\$1,080.00
470.090	CONCRETE STORM SEWER MANHOLES	1.00	EA	\$5,805.00	\$5,805.00
470.410	CONCRETE DITCH INLETS, TYPE D, TYPE 1 GRATE	2.00	EA	\$3,120.00	\$6,240.00
501.100	BRIDGE REMOVAL WORK	1.00	LS	\$100,000.00	\$100,000.00
510.250	STRUCTURE EXCAVATION	1.00	LS	\$40,000.00	\$40,000.00
510.750	GRANULAR STRUCTURAL BACKFILL	1.00	LS	\$30,000.00	\$30,000.00
520.100	FURNISH PILE DRIVING EQUIPMENT	1.00	LS	\$50,000.00	\$50,000.00
520.350	FURNISH PP 16 X 0.5 STEEL PILES	1,480.00	FT	\$65.00	\$96,200.00
520.550	DRIVE PP 16 X 0.5 STEEL PILES	40.00	EA	\$1,200.00	\$48,000.00
520.750	PP 16 X 0.5 STEEL PILE SPLICES	3.00	EA	\$50.00	\$150.00
520.800	REINFORCED PILE TIPS	40.00	EA	\$498.40	\$19,936.00
530.101	REINFORCEMENT, GRADE 60	1.00	LS	\$95,000.00	\$95,000.00
540.110	GENERAL STRUCTURAL CONCRETE, CLASS 3300	1.00	LS	\$275,000.00	\$275,000.00
540.220	STRUCTURAL CONCRETE. CLASS HPC4500	1.00	LS	\$165,000.00	\$165,000.00
540.400	SAWCUT TEXTURING	771.00	SY	\$8.50	\$6,553.50
545.100	REINFORCED CONCRETE BRIDGE END PANELS	195.00	SY	\$375.00	\$73,125.00
550.400	BT 90 PRECAST PRESTRESSED GIRDERS	1,202.00	FT	\$750.00	\$901,500.00
582.100	BEARING DEVICES, 12" WIDE, 18" LONG, 4" THICK	7.00	EA	\$1,200.00	\$8,400.00
584.100	ELASTOMERIC CONCRETE NOSING	84.00	FT	\$135.00	\$11,340.00
585.300	PRECOMPRESSED FOAM SILICONE JOINT SEAL	1.00	LS	\$3,000.00	\$3,000.00
587.105	TYPE "F" CONCRETE RAIL, 42 INCH	1.00	LS	\$75,000.00	\$75,000.00
596.520	RETAINING WALL, MSE	1.00	LS	\$300,000.00	\$300,000.00
641.160	AGGREGATE BASE	4,000.00	TN	\$36.00	\$144,000.00
744.455	LEVEL 3, 1/2" DENSE, PG 64-22, ACP	1,300.00	TN	\$104.00	\$135,200.00
744.515	LEVEL 3, 1/2" DENSE, PG 64-22, ACP IN LEVELING	50.00	TN	\$146.58	\$7,329.00
810.250	GUARDRAIL TRANSITION	4.00	EA	\$4,700.00	\$18,800.00
810.350	GUARDRAIL TERMINALS, NON-FLARED	4.00	EA	\$4,500.00	\$18,000.00
810.500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	75.00	FT	\$50.00	\$3,750.00
810.510	MIDWEST GUARDRAIL SYSTEM, TYPE 3	50.00	FT	\$75.00	\$3,750.00
860.200	BI-DIRECTIONAL YELLOW TYPE 1 MARKERS	51.00	EA	\$14.50	\$739.50
861.100	PAINTED PERMANENT PAVEMENT STRIPING	5,800.00	FT	\$0.68	\$3,944.00
865.200	METHYL METHACRYLATE, SPRAYED, SURFACE, NON-PROFILED	7,100.00	FT	\$2.50	\$17,750.00
905.100	REMOVE EXISTING SIGNS	1.00	LS	\$3,500.00	\$3,500.00

910.100	WOOD SIGN POSTS	368.00	FB	\$15.00	\$5,520.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	190.00	SF	\$38.00	\$7,220.00
1011.100	BIORETENTION POND	1.00	LS	\$6,350.00	\$6,350.00
1030.050	SEEDING MOBILIZATION	2.00	EA	\$1,000.00	\$2,000.00
1030.110	PERMANENT SEEDING, MIX NO. 1	2.50	AC	\$5,750.00	\$14,375.00
1030.114	PERMANENT SEEDING, MIX NO. 2	0.50	AC	\$6,950.00	\$3,475.00
1030.600	WEED CONTROL	3.00	AC	\$1,200.00	\$3,600.00
1040.100	SOIL TESTING	2.00	EA	\$300.00	\$600.00
1040.125	TOPSOIL	5.60	CY	\$160.00	\$896.00
1040.155	SOIL CONDITIONER	3.00	CY	\$140.00	\$420.00
1040.190	BARK MULCH	1.50	CY	\$320.00	\$480.00
1040.510	CONIFER TREES, 2" HEIGHT	43.00	EA	\$200.00	\$8,600.00
1040.584	DECIDUOUS TREES, NO. 2 CONTAINER	19.00	EA	\$200.00	\$3,800.00
1040.732	PLANT CUTTINGS, LESS THAN 1 INCH	1,000.00	EA	\$9.50	\$9,500.00
1050.150	16' SINGLE GATES	1.00	EA	\$3,100.00	\$3,100.00
1050.240	TYPE CL96 CHAIN LINK FENCE	382.00	FT	\$60.00	\$22,920.00
9999.530	BOULDERS	22.00	EA	\$240.00	\$5,280.00
9999.531	SETTLEMENT PLATES	2.00	EA	\$2,000.00	\$4,000.00
9999.532	ROAD CLOSURE GATES	2.00	EA	\$5,000.00	\$10,000.00

ECMS 2024-451 - TOTAL EXTENSION

\$3,824,332.00

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 Marion County (hereinafter called 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 \$22,000,000.

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 Existing 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 Witekzak, President

Dated this 19th day of March, 2024

Construction Contractor's Board Registration Number
194787

Farline Bridge, Inc.
Firm Name

[Signature]
Signature of Bidder

David Witekzak
Name Print or Type

President
Title Print or Type

Telephone No. 503-769-3014

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 Maryland, 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 Hazelgreen Road NE: Pudding River Bridge 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 13th day of March, 2024.

Farline Bridge, Inc.
Principal

By: [Signature]

Fidelity and Deposit Company of Maryland
Surety

By: [Signature]
Attorney-in-Fact Tracy Stewart

A certified copy of the Agent's Power-of-Authority 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

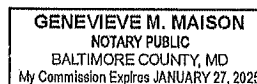
By: *Dawn E. Brown*
Secretary

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



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 13th day of March, 2024.



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)

KNOW BY ALL PERSONS BY THESE PRESENTS:

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 (\$3,824,332.00) in lawful money of the United States of America. CONTRACTOR shall name the State of Oregon and the Oregon Department of Transportation as additional obligees 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 Hazelgreen Rd NE: Pudding River Bridge - Contract #PW-6013-24

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 STATE OF OREGON, and the Oregon Department of Transportation, 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 Million Eight Hundred Twenty Four Thousand Three Hundred Thirty Two Dollars & 00/00
***Construction of Hazelgreen Rd NE: Pudding River Bridge - Contract #PW-6013-24

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: D. Berg

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, the State of Oregon and the Oregon Department of Transportation as OBLIGEES, in the sum of Three Million Eight Hundred Twenty Four Three Hundred Thirty Two Dollars & 00/100 Dollars (\$3,824,332.00) 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 Hazelgreen Rd NE: Pudding River Bridge

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 OBLIGEES 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 OBLIGEES 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: [Signature]

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

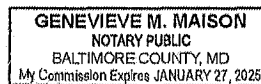
By: *Dawn E. Brown*
Secretary

**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
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 Fanline Bridge, Inc.

Name/Title David Wulczak, President

Address 1445 Miller Dr, Stayton, OR 97383

Signature *David Wulczak*

Date 3-19-2024

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, signing and dating either in ink or electronically, and submitting it in PDF format, together with the Bid documents to the Agency'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 either in ink or electronically, and submitting it separately in PDF format, to the "My Company Info" page within the Agency'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 either in ink or electronically, 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 Hazelgreen Road NE: Pudding River 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 Construction of Hazelgreen Rd NE: Pudding River Bridge

ECMS Contract # 2024-451

Bid Opening Date 3-19-2024

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 D&I Excavating, Inc.	Dollar Amount \$742,662.00
Category of Work Excavation/Road Building	

Firm Name B&B Excavating, LLC	Dollar Amount \$263,292.00
Category of Work MSE Wall Construction	

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.oregon.gov/biz/programs/COBID/Pages/default.aspx>

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)(ii), 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)(ii) 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. Part I of the form is not required if the Bidder is a DBE, the DBE contract goal is greater than zero, and the DBE meets the goal by self-performing the minimum required 30% of the work. Part I is required if the Prime DBE must meet a goal greater than 30% or the Prime DBE has subcontracts with additional DBEs. 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, the Agency will automatically calculate 30% of the bid for the DBE credit. If the DBE goal is more than 30% of the bid the DBE must list any additional work that the DBE will self-perform or subcontract to other DBEs.

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 of 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 ("Documentation of GFE"), 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; and

(10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices or other organizations that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

Documentation of GFE must be received before Bid Closing. For paper or electronic Bids, the Documentation of GFE must be received at the time and place for receipt of Bids by mail, parcel delivery service or hand delivery as identified in the "Time and Place for Receiving Bids" section in the Bid Booklet. Documentation of GFE may also be submitted by email which must be received before Bid Closing by Marie Wright, Construction Contracts Manager, at the ODOT Procurement Office at: ODOTProcurementOfficeConstruction@odot.oregon.gov.

(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 subcontractor 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 self-performing as a DBE or 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.oregon.gov.

Other requests may be directed to:

Oregon Department of Transportation
Office of Equity and Civil Rights
800 Airport Rd SE
Salem, OR 97301
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.oregon.gov

Project Name Construction of Hazelgreen Rd NE
Pudding River Bridge Bid Opening Date 3-19-2024

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

Are you a DBE prime contractor?

Yes No

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. DBE Prime Contractor will receive a minimum 30% credit to be applied to the DBE goal. Part I of the form is not required if the Bidder is a DBE, the DBE contract goal is greater than zero, and the DBE meets the goal by self-performing the minimum required 30% of the work. If the DBE is self-performing more than 30%, it must include any additional work to receive appropriate DBE credit for the goal.

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.

David W. Wozniak
 Bidder's Authorized Representative (PRINT)

[Signature]
 Bidder's Authorized Representative (SIGN)

3-19-2024
 Date

Fairline Bridge, 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 ****
B&B Excavating LLC	MSE Work	Sub	\$ 263,202.00		
Anderson's Erosion Control	Landscape	Sub	\$ 57,159.00		
Gage IT Construction LLC	Coard rail	Sub	\$ 50,250.00		

* 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%		

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. This may not be applicable to a DBE prime contractor.

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 Equity and 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/SearchCertifiedDirectory.asp?XID=2315
&TN=oregon4biz](https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz)

Subcontractor Solicitation And Utilization Report - The Subcontractor Solicitation and Utilization Report form is available from the Office of Equity and 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. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

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

Written Notification

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

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

Monthly Report

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

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

Annual Report

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

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

Monitoring and Compliance

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

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

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

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

Show Cause Notice

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

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

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

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

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.

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
800 Airport Road SE
Salem, OR 97301
<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) 503-931-2575
(F) 503-986-6382
Angela.M.Crain@odot.oregon.gov



Kristopher Strickler, Director
Oregon Department of Transportation

June 10, 2022
Date

**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 Chapters 279A, 279B and 279C.

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

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 COBID 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 COBID 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 Equity and 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 Equity and Civil Rights (OECR) 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 Equity and 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 Equity and Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Equity and 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 Equity and Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Equity and 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; and
- Evidence that the Contractor used the services of minority community organizations or minority organizations that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises.

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.oregon.gov.

Other requests may be directed to:

Oregon Department of Transportation
Office of Equity and Civil Rights
800 Airport Road SE
Salem, OR 97301
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.oregon.gov

Hazelgreen Road NE: Pudding River Bridge Replacement

ASSIGNED DBE CONTRACT GOAL

The minimum Assigned **DBE** Contract Goal for this Project is **10%**.

(Overall DBE program goal for ODOT is set at 23.43% for FHWA funded Contracts for federal fiscal years 2023, 2024 and 2025.)

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.

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

OECR - Office of Equity and 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 OECR 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 OECR 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 OECR. 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 OECR 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 hours x \$20.00/hr = line item deduction of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours (500 x \$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 hours x \$20.00/hr = 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

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

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

(1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis-Bacon and Related Acts: Oregon Highway Construction Projects", and

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

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

Wage Rates are Internet-Accessible - The applicable Davis-Bacon wage rates can be found on the US General Services Administration website at: <https://beta.sam.gov/help/wage-determinations>

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

SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County. General Conditions for Construction for Marion County v2024, 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.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modifies 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
- EquipmentWatch
www.equipmentwatch.com
- Marion County Procurement Collaboration Portal
www.co.marion.or.us/FIN/Pages/contracts.aspx
- Marion County General Conditions for Construction
www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit prequalification forms

www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- OregonBuys
<https://oregonbuys.gov/bs/>
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx

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(f) 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 Person's Name, Phone	Estimate Completion Date
Portland General Electric (PGE)	Summer Bennet 503-508-7679	June 14, 2024
LS Network	Phil Tracy 541 526-3026	June 28, 2024
Ziplay	Scott Binney 503-643-0371	March 15, 2024

Work performed concurrent with the project, shall be scheduled to minimize any delay to the contractor's construction schedule.

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

Portland General Electric

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance to the power lines. Exceptions require written approval from the PGE and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

The Contractor shall notify PGE in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor's estimated completion of Torvend Road relocation and road base grading and fill east of Station 27+50. After the Contractor has completed this Work or 7 Calendar Days after PGE receives the notification, whichever occurs later, the Contractor shall then allow PGE 21 Calendar Days to schedule and complete the relocation and adjustment work. Bridge work within 10 feet of power line cannot begin before PGE has completed relocation.

Once LS Networks (below) have completed their relocation, allow PGE 2 days to remove poles.

LS Networks

The Contractor shall notify LS Network in writing, with a copy to the Engineer, 21 Calendar Days before the Contractor's estimated completion of Torvend Road relocation and road base grading and fill east of Station 27+50. After PGE has completed their relocation, the Contractor shall then allow the LS Network 14 Calendar Days to schedule and complete the relocation and adjustment work. Bridge work within 10 feet of the power line cannot begin before LS Network has completed relocation.

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:

Provisions and Requirements

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 to the end of this subsection:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
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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
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
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.

Add the following Subsection:

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

- (1) The Contractor shall complete all Work to be done under the Contract required to relocate and reopen Torvend Road not later than June 30, 2024.
- (2) The Contractor shall complete all Work to be done under the Contract required to replace existing Hazelgreen Road Bridge No. 05387, remove all detours, and reopen Hazelgreen Road not later than October 31, 2024.
- (3) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment and plant establishment, not later than November 30, 2024.

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

There are **three** daily amounts of liquidated damages on this Project as follows:

Liquidated damages for failure to complete the Work on time required by 00180.50(h)(1) will be \$ 717 per Calendar Day*. Liquidated damages for failure to complete the Work on time required by 00180.50(h)(2) will be \$ 1,812 per Calendar Day*. Liquidated damages for failure to complete the Work on time required by 00180.50(h)(3) will be \$ 1,027 per Calendar Day *. If liquidated damages should become payable concurrently under the combination of 00180.50(h)(1) and (h)(2), liquidated damages will be \$ 1,812 per Calendar Day*. If liquidated damages should become payable concurrently under the combination of 00180.50(h)(1) and (h)(3), liquidated damages will be \$ 1,027 per Calendar Day *. If liquidated damages should become payable concurrently under the combination of 00180.50(h)(2) and (h)(3), liquidated damages will be \$ 1,812 per Calendar Day *. If liquidated damages should become payable concurrently under the combination of 00180.50(h)(1), (h)(2), and (h)(3), liquidated damages will be \$ 1,812 per Calendar Day *.

* 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.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

Provisions and Requirements

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

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:

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a Roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install Surfacing, and open the Roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the Roadway.
- During stage construction, provide continuous 24-hour flagger operation, with a minimum of 2 flaggers. Occupy the advance flagger stations, as directed.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Notify adjacent property owners 72 hour in advance of starting work

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

- For an active Work Area controlled at each end by flaggers and pilot car, provide transportation for pedestrians through the active Work Area according to Section 00223 and Section 00228.

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

Traffic Lanes may be closed on the Hazelgreen Road NE when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One Traffic Lane on the Hazelreen Rd NE may be closed during the following times:

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

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

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

00220.40(e)(2)(b) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

No applicable Special Events have been identified for this project.

Add the following subsection:

00220.42 Bridge Site Road Closure - Close the road to traffic at the Bridge site during reconstruction of the Bridge. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

Add the following subsection:

00220.45 Load Restrictions on Bridges -

For BR05387, limit the combined weight of construction vehicles, Equipment, and daily Material usage to 65,000 pounds for every 1,000 square feet of surface area plus the weight of long term storage of Materials to 25,000 pounds for every 100 square feet of surface area of the Bridge or a total of 200,000 pounds for each span of the Bridge, whichever is less.

The Contractor may request alternate loadings by submitting, 30 Calendar Days before proposed loadings, stamped loading calculations and data according to 00150.35.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

00222.15(b) Portable Changeable Message Signs - Add the following paragraph to the end of this subsection:

For PCMS mounted on rollers, use 2-line PCMS from the QPL.

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

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the Hazelgreen Road NE, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- For paving operations on non-freeways, place "ABRUPT EDGE" (CW21-9) and "ROAD WORK XX MPH" (CW20-1a) signs as shown. Use an "XX" value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the "ABRUPT EDGE" signs.
- At least seven Calendar Days before the Hazelgreen Rd NE closure, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
HAZELGREEN RD	CLOSURE
AT TORVEND RD	(Time Frame)
CLOSURE	(Time Frame)

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

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 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications modified as follows:

00253.00 Scope - Add the following paragraph to the end of this subsection:

On Structure No. 05387, provide containment for existing bridge removal on all spans.

Add the following subsection:

00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements -

Design work platforms, scaffolding, and containment Structures for dead load, live load, and wind load. Obtain basic wind speed as shown on Standard Drawing TM671 and applied in the most critical direction. For Structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

Provide designs with a factor of safety of at least six for wire ropes and connecting hardware and at least four for all other components for containment Structure and work platform components.

Verify structural adequacy of the Bridge with added loading from containment Structures and work platforms using AASHTO *Standard Specifications for Highway Bridges*, Group II, III, V, and VI load combinations.

Add the following subsection:

00253.46 Loads Placed on Structure Roadway, Shoulders, and Sidewalks - When a Traffic Lane, Shoulder or sidewalk is closed the following loading may be applied to the Structure(s):

When a Traffic Lane or Shoulder closures are allowed on Structure No. 05387:

- Equipment, vehicles, and Materials may be placed in the closed:
 - Traffic Lane

- Shoulder
- Equipment, vehicles, and Materials may NOT be placed in or on:
 - Active Traffic Lane
- No more than one vehicle operating under D.O.T. overload permit will be allowed within the closed area on each span of the Structure.

The combined effect of all loads in the closed area(s) will be limited to the lesser of:

- 25,000 pounds in any 100 square feet of surface area of the Structure;
- total of 200,000 pounds for each span of the Structure;
- Bending moment and maximum shear produced by one lane of HS-13 on each span of the Structure;

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 18 inches.

00280.30 Erosion and Sediment Control Manager - Add the following bullet to the end of the bullet list:

- Monitor locations identified in Section 00294 for compliance.

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

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

Item	Quantity
Check Dam, Type 3.....	35 EA
Sediment Barrier, Type 8.....	110 FOOT
Sediment Barrier, Type 3.....	200 FOOT

00280.62(b) Rainfall – The closest on-line rain gauge is located at:

forecast.weather.gov/MapClick.php?lat=44.9408&lon=-122.5846&unit=0&lg=english&FcstType=graphical

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

Add the following subsection:

00290.30(a)(8) Meter Turbidity Monitoring - In addition to any turbidity monitoring required by 00280.62(c) to comply with NPDES 1200 series requirements, monitor turbidity using a turbidity meter every two hours during in-water work according to the following:

- Use a turbidity meter that has been maintained and calibrated according to the manufacturer's specifications.
- Measure stream turbidity before beginning each day's in-water work to establish pre-construction turbidity levels.
- Measure upcurrent and downcurrent turbidity at two-hour intervals during in-water work and perform work based on turbidity measurements according to the following:
 - Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the in-water work area.
 - Take downcurrent samples at a location approximately 100 feet from the in-water work area at approximately mid-depth of the water body and within any visible turbidity plume.
 - If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to work and take readings every two hours.
 - If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or implement best management practices (BMP), continue work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to 5 NTU higher than the upcurrent reading, stop all in-water work and repair or

implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent reading.

- If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or implement BMP and continue work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
- If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all in-water work, repair or implement additional BMP, and inform the Agency. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made at least every two hours, or the next day's initial turbidity reading.
- Document all turbidity monitoring observations on form 734-2755, "Turbidity Monitoring Report", or another form approved by the Agency. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Engineer, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

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

The regulated work area is defined as the area at or below the ordinary high water (OHW) elevation. The Engineer will identify and mark the regulated work area.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from July 1 to September 15.

The total volume of material filled or discharged into waters of the State and waters of the U.S. shall not exceed 1,456 cubic yards.

The total volume of material excavated from the waters of the State and waters of the U.S. shall not exceed 1,420 cubic yards.

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

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

- Install steel piles greater than 24 inches in diameter or H-pile larger than designation HP 24 within the regulated work area.

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:

(1) General Requirements:

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

Use heavy equipment as follows:

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

(2) Work Area Isolation - Provide work isolation according to Section 00245. Provide safe passage around or through the isolated work area for adult and juvenile migratory fish unless passage did not previously exist.

(3) Water Intake Screening - Install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27 percent open area and meeting the following requirements:

- Perforated plate openings shall be 3/32 inch or smaller.
- Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
- Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Choose size and position of screens to meet the following criteria in Table 00290-1:

Table 00290-1

Type	Approach Velocity ¹ (Ft./Sec.)	Sweeping Velocity ² (Ft./Sec.)	Wetted Area of Screen (Sq. Ft.)	Comments
Ditch Screen	≤ 0.4	Shall exceed approach velocity	Divide max. water flow rate (cfs) by 0.4 fps	If screen is longer than 4 feet, angle 45° or less to stream flow
Screen with proven self-cleaning system	≤ 0.4	–	Divide max. water flow rate (cfs) by 0.4 fps	–

Screen with no cleaning system other than manual	≤ 0.2	–	Divide max. water flow rate (cfs) by 0.2 fps	Pump rate 1 cfs or less
¹ Velocity perpendicular to screen face at a distance of approximately 3 inches ² Velocity parallel to screen				

Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

(4) Site Restoration - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.
- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

(5) Hydro-Acoustic - Unless otherwise shown or approved, steel piling may be installed below the ordinary high water as follows:

- Minimize the number and diameter of pilings, as feasible.
- Repairs, upgrades, and replacement of existing pilings consistent with these conditions are allowed. In addition, up to 5 single pilings or 1 dolphin consisting of 3 to 5 pilings may be added to an existing facility.
- Whenever feasible, use vibratory hammer for piling installation. Otherwise, use the smallest drop or impact hammer necessary to complete the job, and set the drop height to the minimum necessary to drive the piling.
- For all pile installed or removed, maintain a pile installation and removal log and submit the log when the related work is completed. Include types, sizes, locations, installation or removal methods, and dates in the log.
- When using an impact hammer to drive or proof steel piling within a body of water, or as directed, use one of the following sound attenuation devices to effectively dampen sound:
 - Completely isolate the pile from the waters of the State and waters of the U.S. by dewatering the area around the pile according to Section 00245.
 - If water velocity is 1.6 feet per second or less, surround the pile being driven with a bubble curtain that distributes small air bubbles around 100 percent of the piling perimeter for the full depth of the water column and is in accordance to the guidance in the Appendix of The ODOT-FHWA Federal Aid Highway Program Programmatic User's Guide titled *NMFS and USFWS Impact Pile Driving Sound Attenuation Specifications*. The FAHP User's Guide is available on the Agency's website at:

<https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/Manuals.aspx>
 - If water velocity is greater than 1.6 feet per second, surround the piling being driven by a confined bubble curtain (for example: a bubble ring surrounded by a fabric or metal sleeve) that will distribute air bubbles around 100 percent of the piling perimeter for the full depth of the water column and is in

accordance to the guidance in the Appendix of The ODOT-FHWA FAHP User's Guide titled *NMFS and USFWS Impact Pile Driving Sound Attenuation Specifications*.

(6) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives. Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

(7) Piling Removal - Remove temporary or permanent piling according to the following:

- Dislodge the piling with a vibratory hammer, whenever feasible.
- Once loose, place the piling onto the construction barge or other appropriate dry storage site.
- When piles are not completely removed, locate each unremoved pile and submit the locations to the Agency. Submitted pile locations shall be accurate to within 10 feet of the actual pile location.

a. Non-Treated Piling - Use the following methods to remove non-creosote piling:

- If a pile in uncontaminated sediment cannot be removed or breaks, cut or push the pile or stump off at least 3 feet below the surface of the sediment and cover with a cap of clean, native substrates that match surrounding streambed materials.

b. Treated Piling - To minimize toxic release, sediment disturbance, and total suspended solids, use the following methods to remove treated piling:

- Install a floating surface boom to capture floating surface debris.
- Keep all equipment out of the water, grip piles above the waterline, and complete all work during low water and low current conditions.
- Place a cone of pea gravel around the pile to help trap pollutants and contaminants while the pile is being removed. After removal, leave the pea gravel in place to fall into the pile hole.

- Dislodge the piling with a vibratory hammer, whenever feasible. Do not intentionally break a pile by twisting or bending.
- Slowly lift the pile from the sediment and through the water column.
- Place the pile in a containment basin on a barge deck, pier, or shoreline without attempting to clean or remove any adhering sediment.

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

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

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

00290.41 Protection of Waters of the U.S. or State - Add the following to the end of this subsection:

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

Table 00290-2

Impact Waters of the US or State	Removal Volume (cu yds.)	Fill Volume (Cu yds)	Station	Duration of Impact (Temporary or Permanent)	Area of impact (Acres)
Little Pudding R. (pile removal and gravel fill)	50	50	15+55 to 36+92	Permanent	30 s.f.
Little Pudding R. (soil excavation and cover)	1,200	1,200	25+32 to 25+68 and 26+80 to 27+12	Temporary	0.104 ac
Little Pudding R. (Temp. pile)	10	10	15+55 to 36+92	Temporary	10 s.f.
Little Pudding R. (soil/rock)	160	160		Permanent	0.056 ac
Ditch 1	36	0		Permanent	0.011 ac

Add the following subsection:

00290.42 Work Containment Plan - A Work Containment Plan (WCP) is required on this Project for bridge removal activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for bridge removal activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP

to avoid or minimize disturbance to protected features (sensitive cultural or natural resources, regulated work areas, aquatic life or habitat in regulated work areas) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor's activities that require the WCP to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Engineer at least 10 Calendar Days before beginning work access or containment construction activities.

The Agency reserves the right to stop Work and require the Contractor to change the WCP methods and Equipment before any additional Contract Work, at no additional cost to the Agency, if and when, in the opinion of the Agency, such methods jeopardize sensitive cultural or natural resources, regulated work areas, or aquatic life or habitat in regulated work areas.

The WCP shall identify how the Contractor's construction operations will protect regulated features during mobilization, construction, maintenance, and demolition. Include a narrative describing compliance with Section 00290 as related to construction, operation, and demolition activities specified in Section 00253.

Design, construct, maintain, and remove temporary work access and containment systems according to Section 00253.

00290.51 Protection of Sensitive Cultural Sites - Add the following to the end of this subsection:

The Region Environmental Coordinator for this Project is Donna Hinze.

The Agency Archaeology Representative for this Project is Jessica Curteman.

All contact with the Agency Archaeology Representative and the Region Environmental Coordinator shall be through the Engineer.

An Inadvertent Discovery Plan (IDP) has been developed for this project. The IDP is available from the Engineer.

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

The work containment plan will be paid for at the Contract lump sum amount for the item "Work Containment Plan".

Payment will be payment in full for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified. Payment includes providing and updating the Work Containment Plan.

The accepted quantities of turbidity monitoring will be paid for at the Contract lump sum amount for the item "Turbidity Monitoring".

Payment for turbidity monitoring 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 00294 - CONTAMINATED MEDIA

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

Description

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

- Excavate, segregate, stockpile, transport, and dispose of Contaminated Soils and contaminated grubbing materials, as defined by 00294.01, from the following locations:

Contaminated Soil Location Table 00294-1

From Location/Station to Location/Station	Depth below grade (feet)	Approximate Quantity (cy)	Known Contaminants
Shoulder Soil from Station "H" 23+00 to 24+75, Left, from edge of pavement to 12 feet from edge of pavement	0 – 1.5'	88	Petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and lead
Shoulder Soil from Station "H" 23+00 to 25+40, Right, from edge of pavement to grading limits	0 – 1.5'	56	Petroleum hydrocarbons, polycyclic aromatic hydrocarbons, lead, selenium, and mercury
Shoulder Soil from Station "H" 27+15 to 31+00, Right and Left, from edge of pavement to grading limits	0 – 1.5'	80	Petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and lead
Approximate Total Quantity		224 cy	
Quantity to be reused on Project		0 cy	
Quantity to be disposed at landfill		370 tons	

- In areas where excavation is not required, leave contaminated Material and clearing and grubbing Material in place.

The October 24, 2022, Northwest Geotech, Inc. report, titled Site-Specific Subsurface Investigation, Hazelgreen Road NE; Pudding River Bridge (K22002) and the June 13, 2023, Northwest Geotech, Inc., report, titled Additional Site-Specific Subsurface Investigation, Hazelgreen Road NE: Pudding River Bridge (K22002) documenting the contaminated media identified within the Project, are available from the Engineer.

- Prepare a written lead compliance plan for work within contaminated areas of the Project.

00294.01 Definitions:

Contaminated Soil - Soil that does not meet the DEQ definition of "Clean Fill", as defined by OAR 340-093-0030(18). This Contaminated Soil is a regulated waste, subject to OAR 340-093-0005 through OAR 340-093-0290. 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 Highway Pavement and within Highway Right-of-Way generated during Highway maintenance or construction activities. This definition applies to excess Soil generated to a maximum depth of 1.5 feet below ground surface. 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.

00294.02 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.

00294.03 Submittals - Submit the following documents:

- A Project-specific written lead compliance plan, meeting the project applicable requirements of 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written lead compliance plan that are requested by the Engineer within 7 Calendar Days of the request.
- Current employee training certificates and medical surveillance information before beginning Work within the contaminated areas.

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

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

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- For removal of Contaminated Soil, provide employees trained in:
 - Lead awareness according to 29 CFR 1926.62(l).
 - Chromium according to 29 CFR 1926.1126(j)(2).
 - Cadmium according to 29 CFR 1926.1127(m)(4).

Construction

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

- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Allow the Agency to collect Soil samples during excavation activities.

- Load Contaminated Soil directly into trucks and transport directly to the recycling or disposal facility, or on-site reuse areas or, when approved by the Engineer, temporarily store Contaminated Soil on-site.
- Remove contaminated media from the exterior of all vehicles before they leave the Project Site
- Cover trucks transporting contaminated Materials to prevent spillage during transit to the disposal facility according to OAR 340-093-0220.
- Where over excavation is required, backfill the excavation according to 00330.42.

00294.41 Contaminated Soil Management - Reuse, recycle, or dispose of Contaminated Soil according to any of the following:

(a) Landfill Disposal:

- Obtain the Engineer's approval of the disposal facility before disposing of the Contaminated Soil.
- Transport the Contaminated Soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal. Dispose of temporarily stored Contaminated Soils within 30 Days of beginning excavation work or before Second Notification, whichever occurs first.
- Complete and sign all manifests and bill-of-lading forms for handling, loading, transporting, and disposing of the Contaminated Soil.
- Pay all filing and permit fees.

Measurement

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

- Lead compliance plan.

The quantities of Contaminated Soil disposed will be measured on the weight basis, based on weigh tickets from the recycling or disposal facility.

Clearing and grubbing will be measured according to 00320.80.

Payment

00294.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(b) Lead Compliance Plan	Lump Sum
(e) Contaminated Soil Disposal	Ton

Item (e) includes all costs involved with the disposal of Contaminated Soil at a recycling or disposal facility.

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

Clearing and grubbing will be paid for according to 00320.90.

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

SECTION 00295 - ASBESTOS MATERIALS

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

Description

00295.00 Scope - An asbestos survey was performed on the bridge that will be repaired or demolished for this Project. No asbestos-containing materials (ACMs) were identified on the inspected Structure. The April 21, 2022, Northwest Geotech, Inc. report, titled Asbestos and Paint Survey, Hazelgreen Road NE – Pudding River Bridge (K22002) report, documenting the asbestos survey within the Project is available from the Engineer. Maintain a copy of this report and all additional asbestos survey results on site at all times and readily available to employees and inspectors during demolition and repair activities.

SECTION 00296 - PAINT AND PAINTED MATERIALS

Section 00296, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00296.00 Scope - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to the following Specifications.

Lead, chromium and cadmium based paints coat the wood on the Hazelgreen Road NE Pudding River Bridge. Analysis of paint samples collected from this Bridge detected the concentrations of total lead, cadmium, and chromium in the wood paint indicated in Table 00296-4 below:

Table 00296-4

Sample Location and Material	Total Lead (mg/kg)	Total Chromium (mg/kg)	Total Cadmium (mg/kg)	Total Zinc (mg/kg)
West end of bridge white fog line paint	ND	ND	ND	43.4
East end of bridge white fog line paint	ND	ND	ND	42.7
West end of bridge yellow centerline paint	ND	ND	ND	56.5
East end of bridge yellow centerline paint	ND	ND	ND	75.8
North side of west end of bridge white railing paint	ND	711	ND	85.7
North side of east end of bridge white railing paint	29.9	ND	ND	120

ND = not detected above the laboratory detection limit.

The April 21, 2022, Northwest Geotech, Inc. report, titled Asbestos and Paint Survey, Hazelgreen Road NE – Pudding River Bridge (K22002) documenting these analyses, is available from the Engineer.

Unless otherwise tested, assume that all coatings contain lead, chromium, and cadmium and handle paint and painted materials accordingly during demolition.

00296.03 Submittals - Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
 - Disposal and recycling facility permits.
 - Transport manifests and bill-of-ladings.
 - All reuse, recycling, and disposal receipts.
 - All analytical test results.

00296.04 Documentation - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

Labor

00296.30 Personnel Qualifications - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the Structures.

Construction

00296.40 Handling - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish repair activities.

00296.44 Painted Wood Management - Dispose of painted wood at a permitted municipal solid waste landfill or a permitted construction and demolition landfill, according to the DEQ "Hazardous Waste/Toxics Reduction Policy Clarification: Management of Building Demolition Waste" Policy 1997-PO-002A.

00296.45 Non-Hazardous Waste Paint Management - When non-hazardous paint is separated from its substrate, contain all the paint waste and dispose of it at a permitted municipal solid waste landfill.

00296.46 Hazardous Waste Paint Management - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

Measurement

00296.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00296.90 Payment - No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

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

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, establish Engineering Stationing at 50 foot intervals for the length of the project along the Shoulder of the Highway. Maintain the stationing so it is visible throughout construction of the project.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

Add the following subsection:

00330.42(c)(9) Instrumentation:

- a. **Settlement Plates** - Furnish settlement plates as shown. Make settlement plates highly visible to construction personnel so plates are not disturbed while monitoring is in progress. Use only hand operated compaction equipment within a two foot radius of settlement plate.
- b. **Damage** - Immediately report all incidents of instrument damage to the Engineer. Make any necessary repairs or replacements as deemed required by the Engineer at no additional cost to the Agency.

Add the following subsection:

00330.50 Embankment Settlement - Embankment loads are expected to produce approximately 2 - 3 inches of primary settlement. Ninety percent of the settlements are expected to occur within 60 Calendar Days of full loading.

- (a) **Settlement Plates** - Install settlement plates where shown on the Plans. Monitor the settlement plates using survey grade instruments in accordance with Section 00305 and report the results to the Engineer the same day.

Read and record the settlement monitoring instruments according to the following schedule. The monitoring schedule may be revised by the Engineer depending on the construction schedule, instrument response or other factors.

- Take a minimum of two baseline readings before starting embankment placement.
- Make readings a maximum of once per day until embankment placement is complete.
- For the first 2 weeks after the embankment is completed, survey and read and record the settlement plate elevation a minimum of two times per week, to a precision of 0.01 foot. Take measurements at roughly equal time periods, e.g., 3 to 4 days between measurements. When risers attached to settlement plates are lengthened, survey the settlement plate rod before and after adding rod and pipe segments.

- Beginning 2 weeks after the embankment is completed, make measurements a minimum of once per week until directed by the Engineer to cease measurements. The monitoring period will continue for a minimum of 60 Calendar Days from the date embankment is completed.
- Submit settlement monitoring weekly to the Engineer for review.

(b) Settlement Plate Abandonment - Remove abandoned instrumentation in accordance with 00330.41(a)(7). Backfill holes according to 00330.45.

Add the following subsection:

00330.83 Settlement Monitoring Devices - The quantities of settlement plates will be measured on the unit basis.

00330.90 Payment - Add the following Pay Item to the Pay Item list:

(d) Settlement Plates.....Each

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

Item (d) includes furnishing and installing settlement plates.

Add the following to the end of the subsection:

Monitoring of settlement plates will be paid for according to 00305.90.

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

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications. .

SECTION 00501 - BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

00501.00 Scope - Add the following paragraph(s) to the end of this subsection:

Remove the existing bridge #05387 over Pudding River.

Add the following subsection:

00501.02 Plans - Plans of the existing Structure are available from the Engineer. Prints of these plans are available upon request.

Add the following subsection:

00501.03 Submittals - Submit unstamped bridge removal plans according to 00150.35 21 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved and the installation of the containment is complete.

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)
BR24187	540

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

The estimated quantity of granular structure backfill is:

Location	Granular Structure Backfill (Cubic Yard)
BR24187	375

SECTION 00520 - DRIVEN PILES

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

00520.11 Engineer's Estimated Length List - Add the following to the end of this subsection:

The Engineer's estimated lengths of steel piling are:

Location	Number	Length (feet)	Type and Size	Coating Top Elevation ¹	Coating Bottom Elevation ¹
Bent 1	20	37	PP16x0.5	n/a	n/a
Bent 2	20	37	PP16x0.5	n/a	n/a

¹¹ Protective coating system and color requirements according to 00594.10.

00520.20(d)(3) Wave Equation Method – Add the following paragraph and table(s) to the end of this subsection:

The input values for the wave equation analyses are:

Bent	Pile Type	Pile Length * (Feet)	Quake (Inches)		Damping (sec./ft.)		% skin (ITYS)	R _n (kips)
			Skin	Toe	Skin	Toe		
1	PP16x0.5	37	0.1	0.13	0.2	0.15	15	480
2	PP16x0.5	37	0.1	0.13	0.2	0.15	15	480

* These pile lengths are based on the top of the pile being at the finished cutoff elevation. All additional pile length above the cutoff elevation, that may be required to accommodate the Contractor's pile installation method or site conditions, shall be added to the lengths listed above and appropriate changes made to the skin friction distribution input listed below.

Use triangular skin friction distribution.

00520.43© End Treatment - Add the following sentence to the end of this subsection:

Drive steel pipe piles closed-ended with tip treatment as shown.

SECTION 005-0 - STEEL REINFORCEMENT FOR CONCRETE

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

00530.80(a) Lump S-m - Add the following to the end of this subsection:

The estimated quantity of reinforcement is:

Structure Number	Uncoated Reinforcement Quantity (Pound)
	Grade 60
24187	84,000

SECTION 005-0 - STRUCTURAL CONCRETE

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

00540.41(f) Concrete Forms on Steel Structures – Add the following to the end of the subsection:

Shop drill bolt holes in the exterior girder web to support form brackets. Fill the holes with fully torqued ASTM F3125 Grade A325 or button-head twist-off bolts ASTM F1852 or F2280 bolts according to Section 02560. Place each bolt head on the exterior side of the web. No holes are to be made in the flanges.

00540.80(a)(1) Lump S-m - Add the following to the end of this subsection:

The estimated quantity of concrete is:

Bridge No. 24187

Type and Class	Quantity (Cu. Yd.)
Deck Concrete, Class HPC4500	220
General Structural Concrete, Class 3300	385

FALSEWORK DESIGN CHECKLIST

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

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

Submit the Checklist according to 00540.41(a).

YES NO N/A

A. Contract Plans, Specifications, Permits, Etc.

- | | | | |
|--|-------|-------|-------|
| 1. Are the falsework plans prepared, stamped and signed by an engineer registered to practice in Oregon? | _____ | _____ | _____ |
| 2. Have three complete sets (five if railroad approval is required) of the design calculations been included with the falsework drawings submittal? | _____ | _____ | _____ |
| 3. Are falsework plans in compliance with the requirements of the construction plans general notes? | _____ | _____ | _____ |
| 4. Are falsework plans in compliance with contract plan structural details? | _____ | _____ | _____ |
| 5. Are falsework plans in compliance with the requirements of the Oregon Standard Specifications for Construction, subsection 00150.35? | _____ | _____ | _____ |
| 6. Are all existing, adjusted or new utilities in proximity with the proposed falsework shown on the falsework plans and is protection of these utilities addressed? | _____ | _____ | _____ |
| 7. Are clearance requirements satisfied and shown on the falsework plans? | _____ | _____ | _____ |
| 8. For construction in or over navigable waters have all requirements for construction of falsework that are called for in the Coast Guard Permit been incorporated in the falsework design? | _____ | _____ | _____ |
| 9. Has possible damage from traffic been considered in the falsework design? | _____ | _____ | _____ |
| 10. Has damage from stream drift been considered in the falsework design? | _____ | _____ | _____ |
| 11. Is the concrete placing sequence shown and is it consistent with the contract plans? | _____ | _____ | _____ |

B. Foundation Requirements

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

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

C. Loads

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

D. Allowable Stresses

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

E. Timber Falsework Construction

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

Designer's Signature

Date

SECTION 00545 - REINFORCED CONCRETE BRIDGE APPROACH SLABS

Comply with Section 00545 of the Standard Specifications.

SECTION 00550 - PRECAST PRESTRESSED CONCRETE MEMBERS

Comply with Section 00550 of the Standard Specifications.

SECTION 00582 - BRIDGE BEARINGS

Comply with Section 00582 of the Standard Specifications.

SECTION 00584 - ELASTOMERIC CONCRETE NOSING

Comply with Section 00584 of the Standard Specifications.

SECTION 00585 - EXPANSION JOINTS

Comply with Section 00585 of the Standard Specifications modified as follows:

00585.80 Measurement - Add the following to the end of the subsection:

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
Bridge No. 24187	Foam Silicone Joint	43

SECTION 00587 - BRIDGE RAILS

Comply with Section 00587 of the Standard Specifications modified as follows:

00587.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of bridge rail is:

Structure	Rail Type	Quantity (Foot)
Bridge No. 24187	Type "F" Concrete Rail, 42 Inch	426

SECTION 00596A - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Comply with Section 00596A of the Standard Specifications modified as follows:

00596A.01 Proprietary MSE Walls - Add the following to the end of this subsection:

Select one of the following preapproved proprietary MSE retaining wall systems for the wall, Structure No. 24187, as shown:

- Reinforced Soil Emb. Smooth Face, MSE Retaining Wall System, provided by Hilfiker Retaining Walls HW[®], telephone: (800) 762-8962.
- Retained Earth[®], MSE Retaining Wall System, provided by The Reinforced Earth Company[®], telephone: (303) 790-1481

- MSE Plus™ (precast panel face) MSE Retaining Wall System, provided by SSL™, LLC, telephone: (831) 430-9300.
- MESA® MSE retaining wall system, provided by Tensar International Corp., telephone (360) 779-5555 B11

Limit size of precast panels to 30 square feet.

00596A.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

Structure No. 24187:

Wall 1: Sta “H” 25+00.97 to Sta “H” 25+32.46 Lt.

Wall 2: Sta “H” 24+73.31 to Sta “H” 25+32.46 Rt.

Wall 3: Sta “H” 27+12.54 to Sta “H” 27+39.04 Lt.

Wall 4: Sta “H” 27+12.54 to Sta “H” 27+39.04 Rt.

- Foundation soil unit density 110 lbs./cu. ft.
- Foundation soil angle of internal friction 30 degrees
- Foundation soil nominal (unfactored) bearing resistance See Table Below
- Retained soil unit density 125 lbs./cu. ft.
- Retained soil angle of internal friction 32 degrees
- Reinforced soil unit density 130 lbs./cu. ft.
- Reinforced soil angle of internal friction 34 degrees
- Peak ground acceleration coefficient (PGA) 0.247g
- Short period spectral acceleration coefficient (SS)..... 0.531g
- Long period spectral acceleration coefficient (S1)..... 0.209g
- Site class E
- Peak seismic ground acceleration coefficient modified by zero period site factor (As)..... 0.434g
- Horizontal seismic acceleration coefficient (kh)..... 0.217g

- Minimum length of soil reinforcement for overall stability 0.8H ft or 8 ft minimum.

- Minimum length of soil reinforcement for external stability 0.8H ft or 8 ft minimum.

Width of MSE Wall (feet)	Foundation soil nominal (unfactored) bearing resistance (lbs./sq.ft.)
8	11,300
10	12,400
12	13,600
14	14,700
16	15,800
18	17,000
20	18,100

00596A.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

Structure Number 24187 :

Station Limits	Area
Wall 1: Sta. "H" 25+00.97 to Sta. "H" 25+32.46 Lt.	460 sq. ft.
Wall 2: Sta. "H" 24+73.31 to Sta. "H" 25+32.46 Rt.	1,010 sq. ft.
Wall 3: Sta. "H" 27+12.54 to Sta. "H" 27+39.04 Lt.	340 sq. ft.
Wall 4: Sta. "H" 27+12.54 to Sta. "H" 27+39.04 Rt.	340 sq. ft.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 4 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

Provide PG 64-22 grade asphalt cement for this Project.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 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 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

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

00962.05(c) Illumination Supports - Add the following to the end of this subsection:

The following standard luminaire support shop drawings are prequalified for use on the Project:

Valmont Industries Inc.

Drg. DB01371 page 1, Rev. B, 1/24/22
Drg. DB01371 page 2, Rev. B, 1/24/22
Drg. DB01371 page 3, Rev. B, 1/24/22
Drg. DB01371 page 4, Rev. B, 1/24/22
Drg. DB01372 page 1, Rev. B, 4/11/22
Drg. DB01372 page 2, Rev. B, 4/11/22
Drg. DB01372 page 3, Rev. B, 4/11/22
Drg. DB01372 page 4, Rev. B, 4/11/22

SECTION 01011 - STORMWATER CONTROL, PONDS

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

Description

01011.00 Scope - This Work consists of furnishing and installing stormwater ponds as shown.

Materials

01011.10 Materials - Furnish Material meeting the following requirements:

Concrete.....	00440
Drainage Geotextile, Type 1	02320
Granular Drain Backfill.....	00430.11
Riprap.....	00390.11
Riprap Geotextile, Type 1	02320

01011.12 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.

Construction

01011.40 General - Construct storage facility as shown. Perform excavation and fine grading work only when the facility area is dry and only from the top of the pond area. Do not stockpile material in the facility area.

01011.42 Bioretention Pond:

- (a) Scarify** - Scarify the subsoil area a minimum 12 inches deep.
- (b) Laying Pipe** - Lay the pipe according to Section 00445. Place pipe with perforations down unless otherwise directed.
- (c) Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.

(d) Inspection and Repair - Place Type 2 water quality mixture 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.

(e) Placement of Water Quality Mixture - Place water quality mixture in maximum 12 inch Lifts. Compact each Lift by using a water filled roller.

(f) Seeding - Seed according to 01030.13.

Maintenance

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

Measurement

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

Bioretention Pond Quantities:

Item	Quantity
Excavation.....	181 Cu. Yd.
Drainage Geotextile, Type 1	26 Sq. Yd.
Granular Drain Backfill	8 Cu. Yd.
Water Quality Mixture.....	8 Cu. Yd.

Field facility markers will be measured according to 00842.80.

Payment

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

Pay Item	Unit of Measurement
(b) Bioretention Pond	Lump Sum

Field facility markers will be paid for according to 00842.90.

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

SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

- **Permanent Seeding, Mix No. 1:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Elymus glaucus (Blue Wildrye)	52.24
Hordeum brachyantherum (Meadow Barley)	36.57
Bromus carinatus (California Brome)	23.51
Festuca idahoensis romerii (Roemer's Fescue)	7.18
Lotus purshianus (Spanish Clover)	5.20
Clarkia amoena (Farewell to Spring)	1.96
Oenothera elata hookeri (Hooker's Evening Primrose)	1.96
Deschampsia cespitosa (Tufted Hairgrass)	1.31
Agrostis exerata (Spike Bentgrass)	0.65

* Oregon Certified Seed

- **Permanent Seeding, Mix No. 2:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Hordeum brachyantherum (Meadow Barley)	33.4
Bromus carinatus (California Brome)	17.4
Festuca rubra rubra (Native Red Fescue)	10.4
Glyceria occidentalis (Northwestern Mannagrass)	8.7
Deschampsia cespitosa (Tufted Hairgrass)	1.8
Agrostis exarata (Spike Bentgrass)	1.1
Rosa nutkana (Nootka Rose)	4.4
Symphoricarpos albus (Common Snowberry)	4.4
Spiraea douglasii (Douglas Spirea)	2.2
Mahonia aquifolium (Holly-leaved Barberry)	3.0
Holodiscus discolor (Ocean Spray)	0.2

Submit the seed and seed mixes to be used on the project 6 months before installation or within 10 days after preconstruction conference, whichever is later and according to 00150.37.

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

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

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

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

01030.17 Pesticides – Add the following to the end of this subsection:

Do not apply herbicides that include any herbicide carrier (i.e. solvent) other than water or vegetable oil. Utilize only the following herbicides for Project Work:

- aquatic imazapyr
- aquatic glyphosate
- aquatic triclopyr-TEA
- chlorsulfuron
- clopyralid
- imazapic
- imazapyr
- metsulfuron-methyl
- picloram
- sethoxydim
- sulfometuron-methyl

Apply only the herbicide adjuvants described in Table 01030-1 for project work. Do not apply herbicides containing polyethoxylated tallow amine.

Table 01030-1

Adjuvant Type	Trade Name
Surfactant	Agri-Dex
Surfactant	LI 700
Drift Retardant	41-A
Drift Retardant	Vale

The use of herbicides and pesticides containing glyphosate and neonicotinoids (neonics) are not allowed. The following chemicals are neonics, and are not allowed for use on the Project:

- Acetamiprid
- Clothianidin
- Dinotefuran
- Imidacloprid
- Nitenpyram
- Nithiazine
- Thiacloprid
- Thiamethoxam

01030.42 Weed Control - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

- Rubus discolor (Himalayan Blackberry)
- Phalaris arundinaceae (Reed Canary Grass)
- Fallopia sp. (Knotweed, all varieties)

01030.42(e) Herbicide Application – Obtain written approval from the Engineer prior to application of herbicides in sensitive areas. Apply herbicides at the lowest effective label rates. Mix herbicides a minimum of 150 feet away from natural water bodies. Wash spray tanks a minimum of 300 feet from any natural water body. Utilize a non-hazardous indicator dye during herbicide applications within 100 feet of natural water bodies. Keep spray nozzles as low as possible and utilize the largest droplet size possible in order to minimize drift. Provide documentation of wind speed & direction, air temperature, ground temperature, and date of application to the Engineer within 5 days of broadcast herbicide applications.

Do not apply herbicides during the following conditions:

- When soil is saturated, except for soil-activated herbicides.
- Within 48 hours prior to and during a forecasted rain event of sufficient severity as to cause surface runoff, except soil-activated herbicides.
- When wind speeds exceed 10 miles per hour, or are less than 2 miles per hour.
- During temperature inversions.
- When ground temperatures exceed 80 degrees Fahrenheit.
- When flowering plants are in flower, and pollinating insects are present.

Adhere to the adjuvant application limitations in Table 01030-2:

Table 01030-2

Adjuvant Type	Trade Name	Limitations
Surfactant	Agri-Dex	Do not apply within RWA
Surfactant	LI 700	Do not apply within RWA
Drift Retardant	41-A	Do not apply within RWA
Drift Retardant	Vale	Do not apply within 150 feet of natural water bodies

During herbicide application, adhere to the buffer distance requirements in Table 01030-3:

Table 01030-3

Herbicide	Application Buffer Width (feet)					
	Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present			Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches		
	Broadcast Spraying	Spot Spraying	Hand Selective	Broadcast Spraying	Spot Spraying	Hand Selective
Labeled for Aquatic Use						
aquatic glyphosate	100	waterline	waterline	50	none	none
aquatic imazapyr	100	15	waterline	50	none	none
aquatic triclopyr-TEA	Not Allowed	15	waterline	Not Allowed	none	none
Low Risk to Aquatic Organisms						

Imazapic	100	15	RWA boundary	50	none	none
Clopyralid	100	15	RWA boundary	50	none	none
metsulfuron-methyl	100	15	RWA boundary	50	none	none
Moderate Risk to Aquatic Organisms						
Imazapyr	100	50	RWA boundary	50	15	RWA Boundary
sulfometuron-methyl	100	50	5	50	15	RWA Boundary
Chlorsulfuron	100	50	RWA boundary	50	15	RWA Boundary
High Risk to Aquatic Organisms						
Picloram	100	50	50	100	50	50
Sethoxydim	100	50	50	100	50	50

01030.48 Application – Add the following to the beginning of this subsection :

Apply Permanent Seeding, Mix No. 2 to wet areas such as wetlands, swales and water quality facilities. In areas seeded with Permanent Seeding, Mix No. 2, apply compost erosion blanket as mulch according to 01030.48(a)(1). Apply seeding and compost blanket prior to installing matting. Do not use fertilizer with Permanent Seeding, Mix No. 2.

Apply Permanent Seeding, Mix No. 1 to soils disturbed by construction activities, other than wet areas and water quality facilities. In areas seeded with Permanent Seeding, Mix No. 1, use the Two-Step Operation. Do not use this seed mix in wetlands, ponds, or other areas to be seeded with Permanent Seeding, Mix No. 2.

Delete the second bullet in 01030.48(a)(1-a) One-Step Operation, beginning with “When treating small areas...”.

01030.48(b)(2(a) Straw Mulch – Replace the first sentence of this subsection with the following:

Apply straw mulch when hydromulch or permanent seeding is not applied within the times frames given for soil exposure limitations as defined in 00280.42(a). Apply hydromulch or compost erosion blanket when Permanent Seeding is applied, according to 01030.48.

SECTION 01040 - PLANTING

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

01040.13 Soil Testing – Replace the first sentence of this subsection with the following:

Furnish soil fertility test and soil amendment report according to 1040.13(a)

01040.13(a)(1) Sampling – Replace this subsection with the following:

Take two samples where pavement and roadbed have been removed: one soil test sample as shown on plans sheet FA01, and one soil test sample as shown on plan sheet FA02.

01040.15 Soil Conditioners – Replace the second paragraph of this subsection, beginning with “furnish...” with the following:

Furnish Commercially Manufactured Compost for soil conditioner, according to 01040.15(c)

01040.21 Herbicides – Add the following sentence after the sentence that begins “Select and apply chemical herbicides according to...”:

Furnish herbicides meeting the requirements of 01030.17.

01040.22 Water - Replace this subsection with the following:

Furnish water retention polymers according to 01040.22(b).

01040.48 Planting Area Preparation - Replace the sentence that begins “Identify, kill, and remove...” with the following sentence:

Identify, kill, and remove plants and weeds according to 01030.42 and 01030.62(b)(3).

Add the following to this subsection:

Before seeding or planting in pavement removal areas and temporary access and haul routes, scarify or till subsoil to a depth of 10 inches and as directed and obtain approval from the Agency.

01040.48(b) Method “B” (Non-Cultivated Planting Areas) - Add the following to the end of this subsection.

Backfill each plant pit with 30% compost soil conditioner, 70% imported topsoil, and water retention polymers, thoroughly blended. Install plants according to 1040.49. Incorporate water retention polymers according to 01040.54(b).

01040.49 General Planting – In the third bullet, beginning with “When excavating planting holes...” add the following:

Water each hole prior to installing plants.

Add the following to the end of this section:

- Apply bark mulch to planting pits after planting work is complete. Spread bark mulch uniformly to a nominal depth of 3 inches to entirely cover each planting pit and extend 3 inches beyond the circumference of each planting pit. Keep bark mulch off plants and stems.

01040.50(g) Plant Cuttings – Replace the second paragraph of this subsection with the following paragraphs:

Plant stock within 4 hours of harvest. If plants are a willow species, plant in the riparian zone on the portion of the slope where the plant stem ends will be in contact with year-round moist Soil as determined by the Agency. Do not plant willow within 15 feet of structure inlets or outlets.

Where planting in soil, form planting holes by forcing a steel bar or similar tool into the ground about 24 inches deep, then insert the plant cutting into the pre-formed hole, leaving a minimum of 6 inches of cutting to protrude above finished grade. Do not use an axe or sledge for driving the live stakes, and take care not to strip the bark or bruise the live stakes during installation. After inserting the cuttings into the pre-formed holes, fill the void around the cutting with soil, and tamp firmly around the stem. Vary these dimensions as required for larger plant cuttings.

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

The following watering frequencies are required:

Water twice per week on a regular basis during the establishment period. The following watering rates are required:

- Deciduous and conifer trees, water at a rate of 3 gallons per watering.
- All shrubs, water at a rate of 2 gallons per watering.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01051 – ROAD CLOSURE GATES

Section 01051, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01051.00 Scope - This Work consists of furnishing and installing road closure gates as shown.

Materials

01051.10 Materials - Furnish Material meeting the following requirements:

Metal Illumination and Traffic Signal Supports..... 00962

01051.11 Gates - Furnish manually operated safety gate type MU-605, as manufactured by B&B Roadway, (888) 560-2060, or approved equal. The gate shall be of the standard vertical to horizontal arm type.

The gate pivot stand assembly shall consist of the gate pivot, the pivot sleeve, and arm guides. It shall be fabricated from ASTM-A36 steel channel, angle, and flat bar and hot dipped galvanized after fabrication per ASTM-A123. The entire assembly shall be corrosion resistant.

The gate pivot sleeve shall be constructed to fit an 8” base, standard steel luminaire pole, as coordinated with manufacturer. The sleeve shall mount on this pole at a height to clear guard rail or other obstructions. Six 1/2” bolts shall be used to securely attach the pivot sleeve to the luminaire pole. The gate pivot shall rotate 90° and shall be lockable with a padlock in the vertical position. The pivot sleeve shall include a mounting pad to allow a worm gear winch to be attached for handcrank operation.

The gate pivot shall be designed to mount on the pivot sleeve and freely rotate through 90° of travel. The gate pivot shall be lockable with a padlock in the fully open (raised) position. Eight 3/4" A325 galvanized bolts shall be used to assemble the gate pivot around the pivot sleeve. The gate pivot shall include a base to allow the attachment of the shear pin base arm.

Provide a “Drop Free” style shear pin base so that when excessive force is applied to the gate arm, the pin shall shear and allow the arm to swing 45° horizontally, out of traffic, and drop free of the gate stand. This device shall be designed to minimize damage to the impacting vehicle, vehicle’s occupant, gate stand assembly, and the luminaire pole.

The roadway arm shall be fabricated from special high strength rectangular fiberglass and 6061-T6 or 6063-T5 aluminum tubing. Gate arms shall be covered on two sides with alternating red and white high intensity reflective sheeting. Stripes shall be 16” (152mm) wide, and vertical according to MUTCD. Arms shall be constructed from rectangular tubing, maximizing the reflective surface facing the traffic. A spring loaded, adjustable length, roadway bumper shall be used on longer arms, as recommended by the manufacturer. This bumper shall be constructed from corrosion resistant materials and shall pivot to remain vertical throughout the entire movement of the gate arm.

The gate shall include a winch and cable for manual operation.

The manufacturer of the traffic control gate shall have a minimum of 5 years experience in the manufacture of industrial gate operators and barriers. All gates shall be individually tested and inspected at time of final assembly.

Construction

01051.40 General - Construct luminaire pole with foundation according to 00962 as shown. Install gates on luminaire poles as shown according to manufacturer's recommendations.

Measurement

01051.80 Measurement – The quantities of road closure gates will be measured on the unit basis.

Payment

01051.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price for the item "Road Closure Gates".

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

No separate or additional payment will be made for luminaire poles and foundations.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.70 Anti-Graffiti Coating for Signs:

- (a) **General** - Use anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer's recommendation.
- (b) **Acceptance** - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

END OF SPECIAL PROVISIONS