

# Contract Review Sheet

PW-5500-23

Public Improvement Agreements #: PW-5500-23 Amendment #: \_\_\_\_\_

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, June 13, 2023

Title: Invitation to Bid for The Construction of Meridian Road NE: Abiqua Creek Bridge (Bridge No. 02504A)

Contractor's Name: Farline Bridge, Inc.

Term - Date From: July 1, 2023 Expires: December 31, 2024

Original Contract Amount: \$1,260,084.00 Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$0.00 New Contract Total: \$1,260,084.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# 1381

### Description of Services or Grant Award

The Construction of Meridian Road NE: Abiqua Creek Bridge (Bridge No. 02504A) - Bridges and Structures, Earthwork.

Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

Files submitted in CMS: 6/14/2023 Printed packet & copies due in Finance: 6/13/2023

BOC Session Presenter(s) Ryan Crowther

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

### REQUIRED APPROVALS

\_\_\_\_\_  
Finance - Contracts Date

\_\_\_\_\_  
Contract Specialist Date

\_\_\_\_\_  
Legal Counsel Date

\_\_\_\_\_  
Chief Administrative Officer Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: June 28, 2023

Department: Public Works Agenda Planning Date: 6/22/2023 Time required: 10 Min.

 Audio/Visual aids Powerpoint

Contact: Steven Preszler Phone: 971-375-8108

Department Head Signature:

**TITLE** Meridian Road: Abiqua Creek Bridge Rehabilitation, Approval of Contract PW-5500-23 for Construction

**Issue, Description & Background**

Consider approval of contract PW-5500-23 with Farline Bridge, Inc., in the amount of \$1,260,084.00 for the construction of the Meridian Road: Abiqua Creek Bridge Rehabilitation project.

Marion County has received a State Funded Local Project (SFLP) grant to construct scour repairs and foundation strengthening at the abutments and piers, and install new approach guardrails. This project will extend the service life of the bridge by correcting scour and foundation issues, as well as improve safety with the installation of new bridge approach guardrail.

On May 23, 2023, Marion County received two responsive bids with the low bidder being Farline Bridge, Inc., in the amount of \$1,260,084.00.

**Financial Impacts:**

Public Works has budgeted the necessary funds to complete the project. The contract is for \$1,260,084.00 which includes an estimated \$1,130,673.37 in State Funds and \$129,410.63 in County Funds.

**Impacts to Department & External Agencies**

There are no impacts to other Marion County departments.

**Options for Consideration:**

1. Approve and sign Contract PW-5500-23 with Farline Bridge, Inc.
2. Take no action at this time.

**Recommendation:**

Public Works staff recommends that the Board choose option one and approve and sign the contract with Farline Bridge, Inc.

**List of attachments:**

Contract PW-5500-23  
Contract Review Sheet

**Presenter:**

Ryan Crowther

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

**Copies to:**

Alicia Henry, Public Works, ahenry@co.marion.or.us

## CONSTRUCTION CONTRACT PW-5500-23

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Farline Bridge, Inc., hereinafter called the "Contractor" for the Project entitled: Construction of Meridian Road NE: Abiqua Creek Bridge (BRIDGE NO. 02504A).

### WITNESSETH

Contractor, in consideration of the sum of \$1,260,084.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County.

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

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

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

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

Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

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

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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

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

**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:**

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MARION COUNTY PUBLIC WORKS  
INVITATION TO BID  
FOR  
THE CONSTRUCTION OF  
MERIDIAN ROAD NE: ABIQUA CREEK BRIDGE (BRIDGE NO. 02504A)  
MARION COUNTY  
Bridges and Structures, Earthwork  
MARION COUNTY, OREGON  
Bid Publication Date: May 3, 2023  
Bid Opening: May 23, 2023  
MARION COUNTY BID #: PW1381-23  
OREGONBUYS BID SOLICITATION #: S-C25102-00006790  
ECMS NO. 2023-251  
ACCOUNTING PROJECT NO. 104395

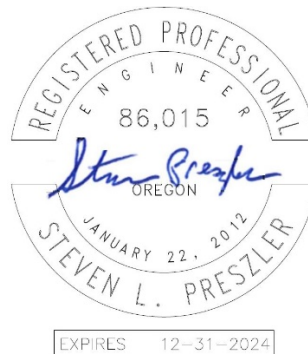
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MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner

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Brian Nicholas, Director of Public Works



Electronic copies of this Invitation to Bid and attachments, can be obtained from the Marion County Procurement Collaboration portal at :  
<https://contracts-marioncountygcc.msapproxy.net/gateway/>

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## INTRODUCTION

### 1.1 Description of Work

Construction of Meridian Road: Abiqua Creek 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 \$1,500,000 to \$2,000,000.

### 1.2 Requests for Clarification or Changes

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

### 1.3 Receiving Bids

Bids must be submitted via Marion County Procurement Collaboration Portal by 2:00 p.m. on May 23, 2023 (Bid Closing). Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at <https://contracts.co.marion.or.us/gateway/>.

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

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. The Agency will post Notice of Intent to Award on the Agency's Procurement Collaboration Portal website <https://contracts.co.marion.or.us/gateway/>.

### 1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than 12/31/2023.

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

### 1.5 Project Information

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

Nike Neuvenheim

503-635-3110

[NNeuvenheim@co.marion.or.us](mailto:NNeuvenheim@co.marion.or.us)

### 1.6 Bid Surety

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

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

### 1.7 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at: [https://www.oregon.gov/odot/Business/Specs/2021\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf).

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County v2021 Part 00100, available for download on the Marion County website at: [https://www.co.marion.or.us/PW/Engineering/Documents/2021\\_MCPW\\_General\\_Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2021_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.

### 1.8 Time Limit of Unsettled Disputes

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

### 1.9 Contract Expiration Date

Contract 2023-251 expires on December 31, 2024.

### 1.10 Prevailing Wage Rate Requirements

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

The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

### 1.11 Funding

This project is state funded.

### 1.12 Mandatory Submission Forms

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

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification

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

- First-Tier Subcontractor Disclosure Form

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

BID SCHEDULE  
Marion County Public Works  
Meridian Road: Abiqua Creek Bridge  
Marion County Bid Solicitation #: PW1381-23  
OregonBuys Bid Solicitation #: S-C25102-00006790  
ECMS #: 2023-251

**PROJECT NUMBER 1 - MERIDIAN ROAD: ABIQUA CREEK BRIDGE**

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1.801	ACP MATERIAL PRICE ADJUSTMENT	0.00	As Authorized	\$1.00	
210.100	MOBILIZATION	1.00	LS	\$126,000.00	\$126,000.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	\$5,000.00	\$5,000.00
225.070	TEMPORARY SIGNS	180.00	SF	\$30.00	\$5,400.00
225.490	FLAGGERS	240.00	HR	\$65.00	\$15,600.00
245.200	TEMPORARY WATER MANAGEMENT FACILITY	1.00	LS	\$140,000.00	\$140,000.00
253.100	TEMPORARY WORK ACCESS AND CONTAINMENT	1.00	LS	\$120,000.00	\$120,000.00
253.200	TEMPORARY WORK BRIDGES	1.00	LS	\$5,000.00	\$5,000.00
280.100	EROSION CONTROL	1.00	LS	\$5,500.00	\$5,500.00
280.255	CONCRETE WASHOUT FACILITY	1.00	EA	\$2,500.00	\$2,500.00
280.322	SEDIMENT BARRIER TYPE 3	550.00	FT	\$5.25	\$2,887.50
280.430	SEDIMENT FENCE, UNSUPPORTED	250.00	FT	\$4.50	\$1,125.00
290.100	POLLUTION CONTROL PLAN	1.00	LS	\$500.00	\$500.00
290.190	TURBIDITY MONITORING	1.00	LS	\$1,500.00	\$1,500.00
290.200	WORK CONTAINMENT PLAN AND SYSTEM	1.00	LS	\$25,000.00	\$25,000.00
305.100	CONSTRUCTION SURVEY WORK	1.00	LS	\$15,800.00	\$15,800.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	\$7,240.00	\$7,240.00
320.100	CLEARING AND GRUBBING	1.00	LS	\$32,904.50	\$32,904.50
330.075	TOE TRENCH EXCAVATION	1,900.00	CY	\$30.00	\$57,000.00
350.145	RIPRAP GEOTEXTILE, TYPE 2	820.00	SY	\$3.50	\$2,870.00
390.265	LOOSE RIPRAP, CLASS 2000	3,200.00	TN	\$104.00	\$332,800.00
501.100	BRIDGE REMOVAL WORK	1.00	LS	\$100,000.00	\$100,000.00
510.250	STRUCTURE EXCAVATION	1.00	LS	\$7,790.00	\$7,790.00
515.100	FURNISH MICROPILE EQUIPMENT	1.00	LS	\$15,000.00	\$15,000.00
515.200	MICROPILES	32.00	EA	\$3,378.00	\$108,096.00
515.300	MICROPILE VERIFICATION LOAD TEST	1.00	EA	\$5,000.00	\$5,000.00
515.350	MICROPILE PROOF LOAD TEST	4.00	EA	\$1,200.00	\$4,800.00
530.100	REINFORCEMENT	1.00	LS	\$7,525.00	\$7,525.00
540.104	FOUNDATION CONCRETE, CLASS 4000	1.00	LS	\$65,000.00	\$65,000.00
640.100	AGGREGATE BASE	250.00	TN	\$29.00	\$7,250.00
740.120	COMMERCIAL ASPHALT CONCRETE PAVEMENT, 1/2" DENSE	30.00	TN	\$198.00	\$5,940.00

810.100	GUARDRAIL, TYPE 2A	50.00	FT	\$61.00	\$3,050.00
810.110	GUARDRAIL, TYPE 3	25.00	FT	\$98.00	\$2,450.00
810.130	GUARDRAIL, TYPE 4	50.00	FT	\$74.00	\$3,700.00
810.160	GUARDRAIL ANCHORS, TYPE 1 MODIFIED	2.00	EA	\$1,230.00	\$2,460.00
810.200	GUARDRAIL END PIECES, TYPE B	2.00	EA	\$148.00	\$296.00
810.250	GUARDRAIL TRANSITION	2.00	EA	\$4,875.00	\$9,750.00
810.370	GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 3	2.00	EA	\$3,475.00	\$6,950.00
1030.227	NATIVE PLANT SEEDING	0.10	AC	\$4,000.00	\$400.00

**ECMS 2023-251 - PROJECT NUMBER 1 TOTAL**

**\$1,260,084.00**

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## BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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



E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$50,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$24,000,000.

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.

## 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	55%
Estimated Completion Date	August 2024

## Contract #2

Location (city/state)	Reedsport, OR
Owners Name	Oregon Department of Transportation
Type of Work	Bridges, Perform Siesmic Upgrades and Bridge Rail Retrofits on Two Highway Bridges
% Completed	100%
Estimated Completion Date	1/31/2023

## Contract #3

Location (city/state)	Swisshome, OR
Owners Name	Oregon Department of Transportation
Type of Work	Bridges, Perform Siesmic 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: 1445 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 Walkenk, President

Dated this 23<sup>rd</sup> day of May, 2023.

Construction Contractor's Board Registration Number  
1441787

Farline Bridge, Inc.  
Firm Name

[Signature]  
Signature of Bidder

David Walkenk  
Name Print or Type

President  
Title Print or Type

Telephone No. (503) 769-3014

Email Address: joey@farlinebridge.com

Tax ID # 45-2753401

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_





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

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

Certificate No: 8210049-905038

**POWER OF ATTORNEY**

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of May, 2023.



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV - OFFICERS: Section 12. Power of Attorney.**

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of May, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Bond No. 53S208947

## 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 Construction, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and \* a corporation organized and existing under and by virtue of the laws of the state of Massachusetts duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of \*\* Dollars (\$ 1,260,084.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR 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: The Construction of Meridian Rd: Abiqua Creek Bridge (Bridge No. 02504A)

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 MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Bridge No. 02504A are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

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

\* Liberty Mutual Insurance Company

\*\*One Million Two Hundred Sixty Eight Four Dollars &amp; 00/00

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of June, 2023.

Liberty Mutual Insurance Company

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

1445 Miller Drive / PO Box 149

Street Address

Stayton, OR 97383

City State ZIP

(503) 769-3014

Phone Number

Bond No. 53S208947

**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 Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of One Million Two Hundred Sixty Thousand Eighty Four Dollars & 00/00 Dollars (\$1,260,084.00) 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: The Construction of Meridian Rd: Abiqua Creek Bridge (Bridge No. 02504A)

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

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

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

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



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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of June, 2023.

Liberty Mutual Insurance Company  
SURETY

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

Farline Bridge, Inc.  
CONTRACTOR

By: [Signature]

Title: President

1605 Liberty Street SE  
Street Address

Salem, OR 97302  
City, State Zip

(503) 362-2711  
Phone Number

1445 Miller Drive / PO Box 149  
Street Address

Stayton, OR 97383

(503) 769-4861  
Phone Number

### DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

  X   Yes                                 No

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

Please print or type:

Company Name Farline Bridge, Inc.

Name/Title David Wilczak, President

Address 1445 Miller Dr, Stayton, OR 97383

Signature 

Date 5/23/23

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to the same place and to the same recipient designated in the Invitation to Bid, **NOT LATER THAN** two (2) working hours after the time Bids are due
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

### Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Meridian Rd NE: Abigun Creek Bridge (Bridge No. 02504A)  
 ECMS Contract # 2023-251  
 Bid Opening Date 5/23/23  
 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 <u>D&amp;I Excavating, Inc.</u>	Dollar Amount <u>\$492,720.00</u>
Category of Work <u>Excavation</u>	

Firm Name <u>Ram Jack West</u>	Dollar Amount <u>\$125,896.00</u>
Category of Work <u>Micropile</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## SPECIAL PROVISIONS

### SECTION 00110 – ORGANIZATIONS, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions.

### SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

**00120.00 Prequalification of Bidders** – Revise this section as follows:

Replace the address in the first bullet with the following:

Oregon Department of Transportation  
355 Capital St. NE  
Salem, OR 973011

Replace the address in the second bullet with the following:

ODOT Procurement Office – Construction Contracts Unit, MS# 5-1  
355 Capital St. NE  
Salem, OR 97301

**00120.01 General Bidding Requirements** – Replace the first sentence with the following:

Submit bids through the internet (electronic) in PDF format only.

**00120.05 Request for Invitation to Bid** – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/> and then searching for the solicitation listed in the advertisement and ITB cover sheet.

Delete the second paragraph.

**00120.16(a) Written Request** – Replace this subsection except for the subsection number and title, with the following:

Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall submit a written request through the Agency's Procurement Collaboration Portal, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.

**00120.30 Changes to Plans, Specifications or Quantities before Opening of Bids** – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Bidders shall be solely responsible to check the

Procurement Collaboration Portal for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

**00120.40(a) Paper Bids** - Replace this subsection with the following:

**00120.40(a) Electronic Bids** - Bidders shall download the Invitation to Bid documents from the Agency's Procurement Collaboration Portal. Bidders shall not alter, in any manner, the documents within the Invitation To Bid. Bidders shall complete the certifications and statements included in the Invitation To Bid according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Invitation To Bid. Entries on the documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall either be in ink or electronic.

**00120.40(c) Bid Schedule Entries** - Replace this subsection with the following:

**00120.40(c) Electronic Bid Schedule Entries** - Using figures, Bidders shall fill in all bid item unit prices in the electronic Bid Schedule spreadsheet file. The total bid item price will be automatically calculated and entered. The unit price shall be greater than zero. Once all unit prices are entered, the total amount of the Bid will be automatically calculated and entered. It is the Bidder's responsibility to verify the accuracy of all automatically calculated figures.

**00120.40(e) Bid Guarantee** – Add the following to the end of this subsection:

A scanned (PDF) copy of the bid guarantee shall be submitted electronically through the Agency's Procurement Collaboration Portal along with the bid. The Bidder shall immediately provide hard copies of the original bid security documentation to the Agency if requested.

**00120.40(f) Disclosure of First-Tier Subcontractors** – Revise this subsection as follows:

In the sentence "The Subcontractor Disclosure Form may be submitted ...", delete "paper".

Replace the two bullets that follow the sentence "The Subcontractor Disclosure Form may be submitted ..." with the following:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid 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 in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal.
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on [Project name]" (see Invitation To Bid cover page).

**00120.45(a) Paper Bids** – Delete this subsection, paper bids will not be accepted.

**00120.45(b) Electronic Bids** - Replace this subsection, except for the subsection number and title with the following:

Submit electronic Bids to the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Electronic Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal.

Bids submitted after the time set for receiving Bids will not be opened or considered.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

**00120.60 Revision or Withdrawal of Bids** - Revise this section as follows:

In the first sentence, replace the word “paper” with “electronic”.

Replace the second bulleted line with the following:

- Changes are uploaded to the Agency’s Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting bids and identified as “updated bid”; and

In the sentence after the third bullet, replace the word “paper” with “electronic”.

Replace the last bullet in this section with the following:

- The request is uploaded to the Agency’s Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting Bids.

**00120.65 Opening and Comparing Bids** – In the first sentence, before the word “Bids”, add “Electronic”.

**00120.70 Rejection of Non-responsive Bids** – In the seventh bulleted line, add “or electronically affixed.” To the end of the sentence.

## **SECTION 00130 – AWARD AND EXECUTION OF CONTRACT**

**00130.10 Award of Contract** – Replace the sentence that begins with “The Agency will post ...” with the following:

The Agency will post Notice of Intent to Award on the Agency’s Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>.

Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

**00130.50(a) By the Bidder** – Replace this subsection, except for the subsection number and title, with the following:

**(1)** The successful Bidder shall deliver one original copy of the properly executed Performance Bond and Payment Bond, along with certification of workers' compensation coverage, and all required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Intent to Award.

Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor.

**(2)** Within 7 Calendar Days after receipt of the Agency-signed Contract booklet, the Bidder shall return a fully-executed Contract booklet to the Agency.

**00130.50(b) By the Agency** - Replace this subsection, except for the subsection number and title, with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a)(1), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send an Agency-signed original Contract booklet to the successful Bidder, who will execute the Contract as specified in 00130.50(a)(2). Upon final execution, the Bidder officially becomes the Contractor.

### **SECTION 00140 SCOPE OF WORK**

Comply with Section 00140 of the General Conditions.

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the General Conditions modified as follows:

**00150.50(c) Contractor Responsibilities** – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

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

Add the following bullet at the end of the list:

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

Add the following subsection:

**00150.50(f) Utility Information** – There are no anticipated conflicts with the utilities listed below

<b>Utility Contact</b>	<b>Phone</b>
1. Shelley Jones, Portland General Electric	503-463-4348
2. Dick Moquin, Verizon	503-884-0000

### **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications.

### **SECTION 00165 - QUALITY OF MATERIALS**

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

**00165.10(a) Field-Tested Materials** - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.



## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions modified as follows:

**00170.00 General** - Replace the paragraph that begins " The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

**00170.70(a) Insurance Coverages** – Add the following after the first paragraph:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	(Aggregate limit not required)

## SECTION 00180 – PROSECUTION AND PROGRESS

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

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities .....	00150.50
Cooperation with Other Projects.....	00156.56
Railway Work .....	00170.01(e)
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions .....	00220.40(e)
Holidays and Special Events .....	00220.40(e)
Load Restricted Bridges.....	00220.45
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic .....	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

**00180.41 Project Work Schedules** - Add the following paragraph:

The Contractor shall submit Type "B" schedule.

**00180.42 Preconstruction Conference** – Add the following sentence:

The meeting is to include but not limited to representative from; Marion County Public Works, Contractor, Subcontractor's, Contractor's quality control personnel, and utilities.

**00180.50(h) Contract Time** – Complete all Work to be done under the Contract before the elapse of the Time for Completion of Work listed in the Introduction.

**00180.80(d) Basis for Adjustment of Contract Time** – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the General Conditions modified as follows:

**00190.20(a) General** - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

**00190.20(f)(1) Scale with Automatic Printer** – In the first paragraph, replace the first sentence with the following sentence:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures.

**00190.20(f)(2) Scale Without Automatic Printer** - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$40.00 per hour.

**00190.20(f)(3) Duties of Weigh Technician** - Delete the first four bullets.

**00190.20(f)(3) Duties of Weigh Technician** - Replace the bullet that begins "Furnish a legible, serially numbered weigh memo ..." with the following bullets:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
  - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).

- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

**00190.20(g) Agency-Provided Weigh Technician** - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$40.00 per hour.

**00190.30 Plant Scales** - After the bullet list add the following paragraph:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

## SECTION 00195 - PAYMENT

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

**00195.13 Asphalt Cement Material Price Escalation/De-escalation** – Replace this subsection, except for the subsection number and title, with the following:

An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

Subsections 00195.13, 00195.13(a), 00195.13(b), 00195.13(c), and 00195.13(d) contain the price escalation/de-escalation clause relating to asphalt cement materials (as defined in 00195.13(d)).

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

**(a) Monthly Asphalt Cement Material Price (MACMP)** - The Monthly Asphalt Cement Material Price (MACMP) is established by the Agency each month. For the actual MACMP, go to the Agency website at:

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

The MACP will be established by ODOT each month and will be based on the published prices of PG-22 asphalt cement furnished by Poten & Partners, Inc. Portland, Oregon area prices and will be used as the basis of the MACMP. Each MACMP for a given month will be the average of the published prices for the MACMP for each Friday of the month.

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

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

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

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

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

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

**(d) Asphalt Cement Price Adjustment** – If specified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract. A price adjustment will be made for the asphalt cement contained in each ACP Pay Item. The adjustment factor as calculated in 00195.13(c) above will use the MACMP for the month the asphalt is incorporated into the Project. Using the Adjustment calculated in 00195.13(c), the price adjustment for Asphalt Concrete incorporated into the project for the applicable month will be determined by the following formula:

- Price Adjustment = (Adjustment) x (Asphalt Content (%)) x (Tons of Asphalt Concrete Incorporated)

The asphalt content (%) is the asphalt content according to the approved Job Mix Formula (JMF) for the asphalt concrete placed. The price adjustment will be entered as the quantity for the item "ACP Material Price Adjustment".

**00195.50(a) Progress Payments** - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

## **SECTION 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.

- 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.

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

One traffic lane may be closed on the Meridian Road during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Add the following subsection:

**00220.41 Bridge Work** - Before starting any grading, Pavement or guardrail work at Bridge ends, arrange so that all Equipment, labor, and Materials required to complete the Work are on hand or are guaranteed to be delivered. Once Work at Bridge ends begins, vigorously prosecute and complete this Work.

Add the following subsection:

**00220.45 Load Restrictions on Bridges** -

For StructureNo. 2504A, 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 modified as follows:

**00221.03 Traffic Safety and Operations** - Replace the bullet that begins "When paving operations create..." with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

**00221.07(c)(1) Paving** - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

**00221.90(b) Temporary Protection and Direction of Traffic** - Delete the bullet that begins “Moving temporary barrier to and from Contractor’s stockpile areas”.

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily “Traffic Control Inspection Report”, when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

## **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 a 54-inch "TRUCKS ENTERING AND LEAVING HIGHWAY 500 FT" sign in advance of the entrance/exit access points at the south end of the bridge to the Work Area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings.

**00222.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

## **SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

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

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

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

**00223.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

## **SECTION 00245 - TEMPORARY WATER MANAGEMENT**

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

### Description

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

#### 00245.01 Abbreviations:

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

#### 00245.02 Definitions:

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

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

Include the following minimum information in the TWMP:

- The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Engineer prior to dewatering and re-watering.
- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the isolated Work area.
- How fish passage is provided around the Work area, if required.
- How the isolated Work area is de-watered.
- How the pumped water is treated, if necessary, before it is discharged downstream.
- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.
- Calculations of water withdraw pump's capacity.
- Details of the proposed water intake screen used to isolate in-water Work area and how it meets the requirements of 00290.34(c)(3).

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

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

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

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

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

**Materials**

**00245.10 Materials** - Furnish Materials meeting the following requirements:

Concrete Barrier .....	00820.11
Pipe .....	00445.11
Plastic Sheeting.....	00280.14(a)
Riprap.....	00390.11
Sandbags .....	00280.15(a)
Water Intake Screening .....	00290.34(c)

Furnish pumps that are:

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

**Construction**

**00245.40 Fish Removal** - Qualified Agency, ODFW, or ODOT consultant biologists will remove fish and other aquatic organisms from the isolation Work areas. Coordinate fish removal with the Engineer at least 14 Calendar Days before beginning Work in regulated Work areas. Allow access into the isolation Work areas before, during and after installation of the TWMF to perform the specified tasks as follows:

- **Before Installation of TWMF** - Before any in-water Work, including installing TWMF, qualified personnel will remove fish and other native aquatic organisms from within the proposed isolated Work area.
- **After Installation of TWMF** - After installing TWMF and the reduction of the water level through the isolated Work area has begun, qualified personnel will remove all fish and aquatic organisms as the water level is reduced. Do not completely de-water the isolation area until all fish and aquatic organisms have been removed.

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

**00245.42 Operation** - Operate temporary water management as follows:

- Protect fish and fish habitat according to 00290.34.
- Maintain and control water flow downstream of the isolated Work area for the duration of the diversion to prevent downstream de-watering.
- Clean, maintain and repair water intake screening to ensure adequate flows and protection of aquatic organisms.



- In the event of containment failure immediately notify the Engineer so arrangements can be made to remove fish and aquatic organisms from the isolation Work areas prior to the continuation of Work within the ordinary high water limits.

**Maintenance**

**00245.60 Maintenance** - Monitor water turbidity according to 00290.30(a)(8).

**Finishing and Cleaning Up**

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

**Measurement**

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

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

Concrete Barrier .....	125 Feet
Pipe .....	200 Feet
Plastic Sheeting.....	100 Square Yard
Riprap.....	50 Cubic Yard
Sandbags .....	100 Each

Turbidity monitoring will be measured according to 00290.80.

**Payment**

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

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

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

Turbidity monitoring will be paid for according to 00290.90.

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

**SECTION 00252 - TEMPORARY WORK BRIDGES**

Section 00252, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00252.00 Scope** - This Work consists of designing (if applicable), constructing, maintaining, and removing temporary work bridges or trestles necessary to construct the rehabilitation.

### **Materials**

**00252.10 Material** - Provide materials for temporary work bridges or trestles meeting the requirements of the applicable Sections of Part 00500.

### **Construction**

**00252.40 Construction** - Provide stamped Working Drawings and calculations of the work bridges or trestles according to 00150.35.

Design work bridges or trestles according to *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Construct work bridges or trestles at the locations shown and according to *AASHTO Construction Hand Book for Bridge Temporary Works*.

Construct the work bridges or trestles so they satisfy all the requirements of applicable permitting agencies.

### **Maintenance**

**00252.60 Maintenance** - Maintain work bridges or trestles in a safe and functional condition.

Provide and place suitable approved barriers on or near the work bridges or trestles to prevent public access.

### **Finishing and Cleaning Up**

**00252.70 Structure Removal** - When the temporary work bridges or trestles are no longer needed, remove them according to Section 00310.

Satisfy all requirements of applicable permitting agencies during work bridge or trestle removal.

Restore all areas occupied by the work bridges or trestles to original condition.

### **Measurement**

**00252.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

### **Payment**

**00252.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Temporary Work Bridges".

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 designing, constructing, maintaining, or removing temporary work bridges.

## **SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT**

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

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

On Structure No. 02504A, provide temporary work access and containment system(s) for Concrete footing cap demolition, micropile construction, and new cap construction, toe trench excavation and riprap placement at bents 2 and 3.

**00253.03 Submittals** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Work Access Submittals** - Submit all specified stamped drawings, specifications and design calculations for work platforms, work bridges, and scaffolding according to 00150.35 at least 21 Calendar Days prior to the installation of work access systems(s). When work access system submittal is segmented, include loading from previously accepted segments in the calculations.

Submit the following:

- Stamped design calculations assuring that the Bridge structural members can safely resist the combined effects of dead loads, live loads, and wind loads
- Stamped work access specifications and design calculations
- Stamped Working Drawings clearly defining on the face of the plans the following:
  - Work platform, scaffolding, and containment system dead load (in pounds and pounds per square foot)
  - Maximum allowable accumulations of collected debris or water (inches depth) allowed in conjunction with all personnel, construction vehicles, Equipment, Material, and other simultaneous loading
  - Maximum allowable personnel, construction vehicles, Equipment, Material, and other simultaneous loading
  - Maximum wind speed at which work access structure(s) may remain on the Structure
  - Dimensional limits and loading limits that satisfy the conditions listed in 00253.09 for exemption from design calculations for the Bridge structural members.

**(b) Work Containment Submittals** - Submit all specified stamped drawings, specifications and design calculations for containment and access, systems according to 00150.35 at least 21 Calendar Days prior to the installation of work access systems(s).

Submit the following:

- Stamped containment Working Drawings, specifications and design calculations.
- Maximum wind speed at which containment wall materials may remain on the Structure.
- A view showing the location(s), and magnitude(s) of containment system reactions that are applied to the supporting structure.
- Appropriate submittals for access Structure(s), barge, or other information critical to the function of the containment system.

**00253.07 Work Bridge Structural Design Requirements** - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified in Section 00252, design work Bridges according to *AASHTO Guide Design Specifications for Bridge Temporary Works*. Provide materials for temporary work Bridges meeting the requirements of the applicable Sections of Part 00500. Comply with all requirements of applicable permitting agencies according to Section 00290.

**(c) High Wind Events** - If removal of containment walls is used to comply with projected area limits at high wind speed, removal is required when actual wind speed or predicted wind speed exceeds allowable limits. 24-hour weather watch is required during non-work times. Predicted wind speeds are obtained from:

<https://forecast.weather.gov/MapClick.php?lat=44.95&lon=-123.03#.ZDVryXbMKF5>

Actual wind speeds are measured using a handheld wind speed measuring instrument with certified accuracy 3% of reading.

## **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit.

Add the following paragraph to the end of this subsection:

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

### **00280.02 Definitions -**

Replace the sentence that begins "**Temporary Stabilization**" with the following sentence:

**Temporary Stabilization** - Covering soil or other measures to prevent erosion until permanent stabilization measures are in place and established.

**00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace the bullets with the following bullets:

- When using the Agency's ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency's ESCP is used without modifications prior to construction.
  - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
  - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency's ESCP, include the following:
  - Proposed ESCP showing all ESC Work, and quantities of Work.
  - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials when pollutants are known to be present.
  - Implementation schedules for the ESCP

- Plans for each phase of Contractor's Work
- Names and positions of all personnel engaged in construction activities.
- Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
- Information required under 1200-CA permit.
- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
  - Oregon Registered Professional Engineer,
  - Oregon Registered Landscape Architect; or
  - Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
  - Oregon Registered Professional Engineer; or
  - Oregon Registered Landscape Architect.
- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CA permit and as directed in ODOT's Erosion Control Manual.

**00280.16(i) Concrete Washout** – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

- (1) Field fabricated washout basin as shown and consisting of the following:
  - **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
  - **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
  - **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum
- (2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

**00280.30 Erosion and Sediment Control Manager** - Replace this subsection, except for the subsection number and title, with the following:

If the Agency's NPDES 1200-CA permit is applicable to the Project, designate and provide an ESCM who possesses a valid ODOT ESCM certificate or who has successfully completed an erosion control training that is acceptable to the Engineer.

The ESCM duties include:

- Manage and ensure proper implementation of the ESCP.
- Accompany the Engineer during field review of the ESCP prior to construction activities.
- Monitor rainfall, snow melt and runoff at the Project Site.
- Monitor water quality in receiving streams in the vicinity of the Project Site.
- Monitor water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

- Monitor locations identified in Section 00294 for compliance.
- Inspect ESC and monitor receiving waters on active construction site on initial date and every 14 Days for effective functioning.
- Inspect ESC on inactive sites every 14 Days for effective functioning.
- Inspect ESC for effective functioning and monitor receiving waters, on all active and inactive sites at least within 24 hours of rainfall events sufficient to result in runoff from the Project Site.
  - West of the Cascades, after 0.1 inch of rainfall, inspect conveyances for runoff and monitor site if runoff is observed.
- Fill out and provide monitoring report for each site inspection and include the following:
  - Photographs of any BMP that is not providing effective functioning or requires maintenance.
  - Provide sufficient photographic documentation of all BMPs that are providing Effective Functioning.
- Ensure that ESC are regularly cleaned and maintained.
- Mobilize crews to make immediate repairs to ESC or install additional ESC during working and non-working hours when ESC is not effectively functioning.
- Record actions taken to clean up discharged sediment.
- Report potential permit violations to the Agency immediately upon discovery.
- Repair conditions that caused permit violations and prepare submittals for corrective actions according to 00280.64.
- Update the ESCP monthly and within 7 Days after changes or major ESC modifications are implemented in the field.
- Submit ESCP revisions in electronic format, to Engineer within 30 Days after making revisions.
- Prepare for wet weather during the periods between October 1 and May 31 according to 00280.41(c).
- Accompany the Engineer on inspections and, if required, on inspections by representatives of regulating agencies. If any of the following occur, revise the ESCP to reflect the change(s) within 7 Days.
  - Changes to the construction plans that impact erosion and sediment control measures;
  - Changes to the stormwater control BMPs, their location, maintenance required, and any other revisions necessary to prevent erosion and control sediment runoff;
  - An increase in the area impacted by construction activities;
  - Other activities at the site that are no longer accurately reflected in the ESCP. This includes changes made in response to corrective actions triggered;
  - To reflect areas on the site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;
  - If inspections by DEQ determine that ESCP revisions are necessary for compliance with the 1200-CA permit;
  - Where DEQ determines it is necessary to install or implement additional controls at the site in order to meet the requirements of the 1200-CA permit. Include the following in the ESCP:
    - A copy of any correspondence describing such measures and requirements; and
    - A description of the controls to be used to meet such requirements.
- Change of Subcontractors that engage in construction activities on site, and the areas of the site where the Subcontractor(s) engage in construction activities;
- Change of any personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures;
- Change of the certified erosion and sediment control inspector, or of their contact information and any applicable certification and training experience;

- To reflect any revisions to applicable federal, state, tribal, or local requirements that affect the stormwater controls implemented at the site; and
- If a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application as applicable. Furnish temporary sediment trap as shown on drawings, stamped and signed by licensed engineer.

When Work on Project or portion of Project is temporarily suspended and those portions of the site are stabilized to eliminate risk of sediment discharge, reduce monitoring frequency as follows:

- Twice a month, not less than 14 days apart, after work in that area has stopped.
- After this first month, and the site remains stabilized, monitoring frequency can be reduced to once per month;
- Upon resumption of work, return to the standard monitoring frequency.
- Document the beginning and end dates of area's work suspension on monitoring form and identify area(s) of work suspension on ESCP revision.

Submit revised ESCP to Engineer for signature by licensed professional (see 00280.04) and submission to DEQ when changes are made for the following reasons:

- Part of a corrective action requirement;
- An increase or decrease in project size;
- An increase or decrease in size or location of disturbed areas;
- Changes to BMPs, such as type, design or location;
- Change of the ESCM.

**00280.41(a) Disturbance Limits** - Replace this subsection, except for the subsection number and title, with the following:

Prior to any ground disturbing activity, delineate all construction site clearing limits with high visibility markings and do not disturb areas outside the clearing limits. Prior to beginning construction activities, delineate and protect riparian areas including trees, root zones and vegetation to be preserved and delineate and protect vegetated buffer zones according to 00280.41(e). Protect post-construction stormwater facilities, unless used during construction as sediment trap, in which case, repair according to 00280.46(h).

Add the following subsection

**00280.41(e) Buffers** - Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State and sensitive areas including water bodies, wetlands, springs and seeps. Where 50 foot buffers are not attainable, provide erosion, runoff and sediment control BMPs as shown or directed.

Add the following subsection:

**00280.41(f) Hauling Material** - Cover loads carrying soil or sediment when leaving Project Site. Drain saturated loads on site or haul in water tight beds.

Add the following subsection:

**00280.41(g) Underground Injection Controls (UIC)** - Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, catch basins or wells.

**00280.46(a) Construction Entrances** - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

**00280.46(h) Temporary Sediment Trap** - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18” and replace to finish grade with material approved by engineer.

**00280.46(i) Concrete Washout** - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

Add the following subsection:

**00280.46(j) Access Routes** - Stabilize unpaved access and haul routes within the Project Site with Aggregate or as approved by Engineer.

**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
Sediment Barrier, Type 3.....	200 feet
Sediment Fence, Unsupported .....	100 feet

**00280.62(a) Inspection** - Replace this subsection, except for the subsection number and title, with the following subsection:

Perform site inspection, complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

- On initial day of construction activity
- Every 14 days
- 24 hours after any rainfall event or snow melt event that results in runoff, including weekends and holidays
- When directed by the Engineer.
- Include photographs of any BMP that is not functioning or requires maintenance in the inspection report. If all BMPs are functioning as designed, include not less than 4 photos of these BMPs.

For inactive sites or inactive areas within a site, document the dates when work stopped and resumed and identify the location(s) in an ESCP revision. Conduct inspection and monitoring of inactive sites or inactive areas within a site as follows:

- Not more than 14 days prior to the site becoming inactive to verify BMPs are providing Effective Functioning.
- Every 14 days for the first month the area is inactive
- Once a month thereafter



- 24 hours after any rainfall event or snow or ice melt event that results in runoff, including weekends and holidays
- When directed by the Engineer.
- Work may be stopped due to frozen conditions such that the site is stabilized. Resume monitoring every 14 days and within 24 hours of rainfall or melt resulting in runoff when frozen conditions end.

**00280.62(b) Rainfall** - Replace this subsection, except for the subsection number and title, with the following subsection:

Furnish and install a temporary rain gauge at the Project site. Upon approval, storm event information may be derived from weather stations that are representative of precipitation levels at the site.

The closet on-line rain gauge is located at:

[forecast.weather.gov/MapClick.php?lat=45.03554&lon=-122.75856&unit=0&lg=english&FcstType=graphical](http://forecast.weather.gov/MapClick.php?lat=45.03554&lon=-122.75856&unit=0&lg=english&FcstType=graphical)

**00280.63(c) Paved Areas** - Replace this subsection, except for the subsection number and title, with the following subsection:

Keep all paved areas clean for the duration of the Project. Use cleaning methods that do not transport sediment-laden water to receiving streams. Remove sediment that has been tracked-out from the Project Site by the end of the same business day. If the sediment track-out occurs on a non-business day, remove the sediment by the end of the next business day.

Add the following subsection:

**00280.64 Corrective Actions** - Initiate corrective actions when the following noncompliance occur:

- A discharge from the Project Site causes an exceedance of applicable water quality standards,
- Sediment or turbidity are visible in discharge from the Project site in conveyance system leading to surface water or at the discharge point within surface water,
- BMP needs repair or replacement, beyond routine maintenance,
- BMP shown on ESCP was not installed or installed incorrectly,
- A prohibited discharge has occurred,
- When required by DEQ,
- As directed by Engineer

**(a) Corrective Action Timelines** - Immediately initiate corrective actions to address noncompliance, including removing discharged material and repairing or replacing BMPs that do not provide Effective Functioning according to the following:

- Mobilize resources to clean contaminated surfaces and address cause of discharge,
- Complete corrective actions by the close of the next business day for discharge clean-up and to restore Effective Functioning of installed BMPs,
- For more significant noncompliance of which require additional, replacement or modified BMPs to restore Effective Functioning, complete corrective action(s) no later than 24 hours after the discovery
  - If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
  - Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.

- Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

**(b) Corrective Action Documentation** - Document corrective actions within 24 hours of implementations to provide:

- The Project Site’s common name and 1200-CA permit identification number when applicable,
- Conveyance system discharge location(s) and outfalls that were out of compliance,
- Photographs of the discharge(s) before and after the implementation of corrective actions, or before and after NTU readings of the discharge,
- The period of noncompliance,
- Name(s), titles and contact information of personnel conducting inspections,
- The specific condition and the date and time the noncompliance was identified,
- Description of the noncompliance and BMP failure(s) that caused the noncompliance,
- Description of the actions taken to address the noncompliance and prevent a reoccurrence of the noncompliance,
- Where corrective actions change site conditions from what is shown on ESCP, revise the ESCP to represent the site conditions,
- Immediately upon completion of corrective action documentation, provide to Agency for signature and submittal to DEQ.

**00280.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

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:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Erosion Control .....	Lump Sum

Item (a) includes:

- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed..... 25%
- When 50 percent of the Contract is complete, excluding advances on Materials..... 25%
- When 75 percent of the Contract is complete, excluding advances on Materials ..... 25%
- At completion of the Work covered by this Section ..... 25%

No separate or additional payment will be made for:

- constructing and removing temporary slope berms
- erosion control for Work outside the construction limits including but not limited to limited to, Borrow pits, haul roads, disposal sites, and Equipment storage sites
- modifications or additions to the ESCP.
- Erosion and Sediment Control Manager

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

Water used for non-chemical dust control will be paid according to Section 00340.

Additional ESC devices required for permit compliance will be paid for according to 00195.20.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.10 Staging and Disposal Sites** – Replace the paragraph that begins “Locate staging areas...” with the following paragraph:

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

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.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.

- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

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 the area at or below the ordinary high water (OHW) elevation shown on the plans.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from July 15 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 648 cubic yards.

The total volume of material excavated from the waters of the State and waters of the U.S. shall not exceed 648 cubic yards.

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

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

- Allow entry within the regulated work area or between stations 103+00 and 130+60.
- 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 <sup>1</sup> (Ft./Sec.)	Sweeping Velocity <sup>2</sup> (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
<sup>1</sup> Velocity perpendicular to screen face at a distance of approximately 3 inches <sup>2</sup> Velocity parallel to screen				

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

**(4) Special Aquatic Habitats** - The following exploration or construction activities are not allowed in special aquatic habitats:

- Use of pesticides and herbicides, unless allowed according to Section 01030.
- Use of short pieces of plastic ribbon to determine flow patterns.
- Temporary roads or drilling pads built on steep slopes, where grade, soil type, or other features suggest a likelihood of excessive erosion or slope failure.
- Exploratory drilling in estuaries that cannot be conducted from a work barge, or an existing bridge, dock, or wharf.
- Installation of a fish screen on any permanent water diversion or intake that is not already screened.
- Drilling or sampling in an EPA-designated Superfund Site, a state-designated clean-up area, or the likely impact zone of a significant contaminant source, as identified by historical information, U. S. Army Corps of Engineers representative, or the Agency.

**(5) 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.

**(6) Surface Water Diversions** - Surface water may be diverted to meet construction needs other than work area isolation, consistent with Oregon law, only if water from sources that are already developed, such as municipal supplies, small ponds, reservoirs, or tank trucks, is unavailable or inadequate, and meeting the following conditions:

- When alternative surface sources are available, divert from the stream with the greatest flow.
- Install, operate, and maintain a temporary fish screen.
- Do not exceed a pumping rate and volume of 10 percent of the available flow. For streams with less than 5 cubic feet per second, do not exceed drafting of 18,000 gallons per day. Do not use more than one pump for each site.

**(7) 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*.

**(8) 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.

**(9) 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.

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

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

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

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

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

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



Permits are being 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)
Abiqua Creek	648	648	13+00 to 13+60 to 30 feet Left and Right	Permanent	0.07
Abiqua Creek	30	30	13+00 to 13+60 At 30 feet Left and Right of Centerline	Temporary	0.002

Add the following subsection:

**00290.42 Work Containment Plan** - A Work Containment Plan (WCP) is required on this Project for in-water work activity(ies).

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for in-water work activity(ies). 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.

**00290.90 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 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

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

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

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

### **SECTION 00330 – EARTHWORK**

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

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

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

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

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

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

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

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

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

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

**00350.01 Definitions** - Replace the sentence that begins “**Embankment Geotextile** - For installation...” with the following sentence:

**Embankment Geotextile** - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins “**Nonwoven Geotextile** - A textile...” with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins “**Riprap Geotextile** - For installation...” with the following sentence:

**Riprap Geotextile** - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

Replace the sentence that begins “**Subgrade Geotextile** - For installation...” with the following sentence:

**Subgrade Geotextile** - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

**00350.41(f)(5) Geotextile Placement** - Replace the paragraph that begins “Slit wrinkles or folds ...” with the following paragraph:

Slit wrinkles or folds exceeding 1 inch and lay flat. Shingle-lap not more than 6 inches in the direction of the paving. Broom or squeegee to smooth the geotextile and pneumatic roll to maximize geotextile contact with the Pavement surface. Additional hand-placed sealant material may be required at laps as determined.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 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 portions of the existing bridge over Abiqua Creek as shown on the plans.

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 14 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.

**00501.90 Payment** - Add the following to the end of this subsection:

The accepted quantities of salvaging and stockpiling portions of the existing bridge will be made at the Contract lump sum amount for the item "Extra for Salvaging and Stockpiling Bridge".

Payment includes removing, salvaging, and stockpiling portions of the existing bridge as shown and specified.

**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:

<b>Location</b>	<b>Structure Excavation (Cubic Yard)</b>
<b>Footing Extensions</b>	<b>40</b>

**SECTION 00515 - MICROPILES**

Section 00515, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00515.00 Scope** - This Work consists of designing, furnishing, constructing and testing Micropiles at the locations shown and specified.

**00515.01 Definitions:**

**Alignment Load (AL):** A minimum initial load applied to the Micropile during testing to keep the testing Equipment correctly positioned.

**Bond Length:** The length of the Micropile that is bonded to the ground and used to transfer the applied axial loads to the surrounding Soil or Rock.

**Casing:** Steel pipe Casing, generally installed during the drilling process to stabilize the borehole when drilling through Overburden Soils. The Casing may be either temporary and withdrawn during the grouting process, or permanently left in place to provide added Micropile reinforcement.

**Centralizer:** A device to support and position the steel reinforcement in the center of the drillhole or Casing.

**Coupler:** A mechanical Coupler or other approved device that transfers load from one partial length of steel reinforcement to another.

**Creep:** The movement that occurs during the Creep test of a Micropile under a constant load.

**Double Corrosion Protection:** A system composed of two levels of corrosion protection, usually consisting of either grout filled Encapsulation or epoxy coating and grout.

**Encapsulation:** A corrugated or deformed tube protecting the steel reinforcement against corrosion.

**Factored Design Load (FDL):** The maximum load expected to be applied to the Micropile during its design life.

**Micropile:** A small-diameter, bored, cast-in-place composite pile, in which the applied load is resisted by steel reinforcement, cement grout and frictional grout-ground bond.

**Overburden:** Natural or placed Material that may require cased drilling methods to provide an open borehole to underlying strata.

**Post-Grouting:** The injection of additional grout into the load transfer length of a Micropile after the primary grout has set.

**Proof Load Test:** Incremental loading of a production Micropile, recording the total movement at each loading increment.

**Spacer:** A device to separate individual elements of multiple-element reinforcement.

**Verification Load Test:** Pile load test of a sacrificial Micropile performed to verify the design of the Micropile system and the construction methods proposed, prior to installation of production Micropiles.

**00515.02 General** - Furnish all design, Materials, Equipment, tools, services, labor and supervision required for installing and testing Micropiles and Micropile top attachments for this Project.

Select the Micropile type, dimensions, Bond Length, pile-top attachment(s), and installation method to meet the requirements of the Specifications. Conduct verification and Proof Load Testing that demonstrates the test piles meet or exceed the specified test acceptance criteria.

**00515.03 Subsurface Investigation** - The Soils and Geological Exploration Logs are available for review through the Engineer's office. The data shown for each test boring or test pit applies only to that particular boring or test pit. Subsurface conditions may vary between borings or test pits. Core samples and laboratory test results, if obtained and performed for the Project, are available for review by contacting the Engineer.

The Foundation Data shown in the Plans is a compilation of pertinent information including, but not limited to, the Soils and Geological Exploration Logs.

**00515.04 Micropile Design Requirements** - Design Micropiles to meet the loading conditions provided in Table 00515-1. Design Micropiles and pile top-to-footing connections using the procedures described in the most current version of the *AASHTO LRFD Bridge Design Specifications* at the time of Advertisement.

**TABLE 00515-1**

Location	Micropile Factored Design Load (FDL),* (kips)	
	Right Footing	Left Footing
Bent 2	68.7	68.7
Bent 3	68.7	68.7

\* Loads are axial compression loads per Micropile unless otherwise noted.

Verification test piles may require additional structural capacity above that required for production piles. Size the structural steel and grouted sections of the Micropiles to ensure that the maximum verification and proof test loads applied to the Micropile do not exceed 80 percent of the structural capacity of the Micropile structural elements, to include steel yield in tension, steel yield or buckling in compression, or grout crushing in compression.

**00515.05 Submittals** - Before beginning construction of Micropiles, submit the following to the Engineer:

**(a) Qualifications** - Submit contractor and personnel qualifications according to 00515.30.

**(b) Stamped Working Drawings** - Submit stamped Working Drawings according to 00150.35 that include all stamped design calculations, details, dimensions, quantities, ground profiles, and Cross Sections necessary to construct the Micropile Structure. Verify the limits of the Micropile Structure and ground survey data before preparing the detailed Working Drawings. Stamped Working Drawings shall include, but not be limited to, the following information:

**(1) Stamped Design Calculations and Documentation** - Provide design calculations and documentation that includes:

- A written summary report which describes the overall Micropile design, including the type and diameter of Micropiles selected, and if applicable, a discussion of the use of any temporary Casing.
- Applicable code requirements and design references.
- Dimensions of all Micropile structural components, structural design properties, and critical design Cross Sections.
- Geotechnical design parameters and criteria, including Soil and Rock shear strengths (friction angle and cohesion), material unit weights, ground-grout bond values, and group effects if applicable.
- Factored Design Loads, including maximum verification test loads, and nominal and factored resistances used in the design of the ground grout bond values, surcharges, steel, grout, and concrete Materials.
- Minimum grout unconfined compressive strength at 28 Days and at the time of verification and Proof Load Testing.
- Pile to pile cap/footing connection design calculations and construction details.
- Design calculations for design of the Micropiles, including but not limited to analysis performed to determine drillhole diameters, estimated Bond Lengths, total Micropile lengths, design of corrosion protection, type and size of steel reinforcement, and if applicable, permanent Casing.
- Structure (Bridge) number, Micropile Structure location (Bent No. and footing), date of preparation, initials of designer and checker, and page number at the top of each page. Provide an index page with the design calculations.
- Design notes including an explanation of any symbols and computer programs used in the design.

**(2) Plan View Drawing** - Provide a plan view drawing that shows:

- Reference baseline and elevation datum.
- Overall plan layout of Micropiles showing numbering sequence, pile diameters, position, and horizontal spacing.
- Station and offset from the construction centerline or baseline to the center of all Micropiles or face of Micropile Structure.
- Right-of-Way and permanent or temporary construction easement limits, location of all known active and abandoned existing utilities, adjacent Structures or other potential interferences.
- The centerline and dimensions of any Utility, drainage Structure, or drainage pipe behind, passing through, or passing under the Micropile Structure.
- Locations of all subsurface explorations with appropriate reference base lines to fix the locations of the explorations relative to the Micropile Structure.

**(3) Elevation View Drawing** - Provide an elevation view drawing that shows:

- Micropile locations and elevations
- Micropile lengths
- Minimum hole diameters, batter and alignment
- Casing dimensions and lengths
- Reinforcement type, sizes and details
- Splice types and locations
- Centralizers and Spacers
- Minimum grout bond zone
- Casing plunge lengths, if used
- Corrosion protection details
- Micropile Structure connection details to Substructure footing
- Micropile Design Loads
- Summary of estimated quantities for each Substructure unit
- If applicable, location of drainage elements

**(4) Steel Shop Drawings** - Provide steel shop drawings for all structural steel including the details, dimensions, and schedules for all Micropile Casing and steel reinforcement, including steel reinforcement bending details and steel for Substructure and footing connection.

**(5) Micropile Load Testing and Reporting** - Provide detailed plans for the proposed Micropile load testing method and procedures. Include all drawings, details, and structural design calculations necessary to clearly describe the proposed test method, reaction load system capacity, Equipment setup, and types and accuracy of apparatus to be used for applying and measuring the test loads and pile top movements according to 00515.47. Submit Micropile Load Test Data Reports according to 00515.48.

Revise the drawings when Plan dimensions are changed due to field conditions or for other reasons. Within 30 Calendar Days after completion of the work, submit corrected stamped Working Drawings and calculations to the Engineer according to 00150.35. Corrected Working Drawings shall represent all design changes made during the construction of the Micropile Structure.

**(c) Micropile Installation Plan** - At least 14 Calendar Days before beginning Micropile Work, submit a Micropile Installation Plan to the Engineer for review and approval. The Micropile Installation Plan shall include, but not be limited to, the following information:

- (1)** Detailed step by step description of the proposed Micropile construction procedure, construction sequencing (including but not limited to drilling, grouting and testing procedures), anticipated ground

conditions, and any special construction requirements to assure quality control. Include sufficient detail to allow the Engineer to monitor the construction and quality of the Micropiles.

**(2)** A list of the Equipment to be used for installing Micropiles, including the model, size and type of Equipment, with appropriate manufacturer's literature for review. Provide information on the drilling methods and tools to be used and the proposed method for flushing and removal of spoils. Include information on headroom and space requirements, if appropriate, for installation Equipment that show the proposed Equipment is appropriate for the site conditions and constraints.

**(3)** Proposed start date(s) and Micropile installation schedule.

**(4)** Plan describing how surface water, drill flush, and excess waste grout will be contained, controlled and disposed of in accordance with all applicable permits and regulations.

**(5)** Details for constructing Micropile Structures around drainage or other facilities, if applicable.

**(6)** Permanent Casing threading connection details. If welding of Casing is proposed, submit a proposed Welding Procedure Specification (WPS) for approval.

**(7)** Certified mill test reports for the steel reinforcement and permanent Casing, if used. Check sample results for permanent Casing without mill certification may be submitted in lieu of mill certification. Supply two check sample tests per truckload delivered to the fabricator, but not less than two check sample tests per project. Include the ultimate strength, yield strength, elongation, material properties and chemical composition.

**(8)** Grouting Plan, including complete descriptions, details, and supporting calculations for the following:

- Grout mix design and type of Materials to be used in the grout including certified test data and trial batch reports. Include in the mix designs, certified test results verifying that the mix designs provide the required grout strength, as specified in the submitted design calculations, for the 28-Day strength and the strength required at the time of verification and Proof Load Testing. Provide grout consistency and density requirements.
- Equipment and procedures used to mix and place the grout, including the grout pressures to be used and descriptions of any post grouting methods, if applicable.
- Estimated grout quantities.
- Methods and Equipment for accurately monitoring and recording the grout depth, grout volume, and grout pressure as the grout is being placed.
- Grouting rate calculations, when requested by the Engineer. Base calculations on the initial pump pressures or static head on the grout and losses throughout the placing system, including anticipated head of drilling fluid to be displaced, if applicable.
- Estimated curing time for grout to achieve specified strength. Previous test results for the proposed grout mix completed within one year of the start of grouting may be submitted for initial verification and acceptance and start of production work. During production, test grout according to 00515.44(e).
- Procedure and Equipment for Contractor monitoring of grout quality.

**(9)** Calibration reports and data for each test jack, pressure gauge and master pressure gauge and load cell to be used. Provide calibration tests performed by an independent testing laboratory within 60 Calendar Days of the date submitted. Do not begin testing until the Engineer has reviewed and accepted the jack, pressure gauge, master pressure gauge and electronic load cell calibration data.

The Engineer will approve or reject the Micropile Installation Plan within 21 Calendar Days after receipt of the plan. Do not begin Work until all submittals have been received, reviewed, and accepted in writing by the Engineer.



Make revisions or corrections to the Working Drawing submittals as requested by the Engineer and resubmit revised drawings or submittals. Resubmit changes or deviations on the Working Drawings for review and approval.

## Materials

**00515.10 Materials** - Furnish Materials meeting the following requirements:

**(a) Admixtures** - Furnish admixtures conforming to Section 02040. Admixtures that control bleed, improve flowability, reduce water content, and retard set may be used in the grout, if approved by the Engineer. Only add expansive admixtures to grout used for filling sealed Encapsulations and anchorage covers. Accelerators will not be permitted. Use admixtures compatible with the grout and mixed in accordance with the manufacturer's recommendations.

**(b) Cement** - Furnish Portland cement (Type I, II or III) conforming to Section 02010.

**(c) Grout** - Furnish neat cement or Sand/cement grout mixture with a minimum compressive strength at 28 Days as specified in the contractor's design submittal and conforming to 02690.30.

**(d) Water** - Use water in the grout mix conforming to Section 02020.

**(e) Reinforcement:**

**(1)** Furnish deformed bar reinforcement conforming to Sections 00530 and 02510, or furnish all thread, high tensile strength bars conforming to 02515.30. When a bearing plate and nut are required to be threaded onto the top end of reinforcing bars for the pile top to footing anchorage, provide threading that is either continuous spiral deformed ribbing provided by the bar deformations or threading cut into the bar. If threads are cut into a reinforcing bar, provide a bar that is one bar size number larger than the bar size designation shown, at no additional cost to the Agency.

**(2)** Furnish continuous thread, hollow core steel bars (hollow injection rods) conforming to the quality, ductility and deformation requirements of AASHTO M 31 (ASTM A615).

**(3)** If required, furnish mechanical splices according to 2510.20.

**(f) Permanent Casing** - Provide permanent steel Casing with:

- A diameter and minimum wall thickness as shown on the approved Working Drawings.
- Tensile strength meeting the tensile requirements of API 5L Grade X52, API 5 CT Grade N80 or better, using the minimum yield strength in the design submittal.

**(g) Plates and Shapes** - Furnish structural steel plates and shapes for Micropile top attachments conforming to ASTM A36 or ASTM A572 Grade 50 and Section 02530 and as required to meet the design loads specified in 00515.04 and 00515.05(b).

**(h) Centralizers** - Fabricate Centralizers from plastic, steel, or Material that is not detrimental to the steel reinforcement. Wood Centralizers are not allowed.

**(i) Corrosion Protection** - Provide corrosion protection of the steel bar reinforcement by using one or more of the following methods:

- **Grout Protection:** For bare steel reinforcing bars, provide a minimum 3 inches of grout cover surrounding the reinforcing bar. For epoxy or galvanized reinforcing bars, provide a minimum of 2 inches of grout cover.

## Labor

**00515.30 Contractor Experience and Personnel Qualification Submittals** - Use personnel experienced in Micropile construction to perform the work. Relevant experience includes that with similar anticipated subsurface Materials, groundwater conditions, Micropile type, size, loads and any special construction techniques required.

Provide the following information to verify the contractor's experience and the qualifications of personnel scheduled to perform the Micropile construction:

**(a) Micropile Contractor Qualifications** - Evidence of the firm's experience in the construction and load testing of Micropiles and the successful construction of at least 5 projects in the last 5 years involving construction totaling at least 100 Micropiles of similar size and capacity to those required in these plans and specifications. Evidence of contractor experience in Micropile drilling and grouting in Soil or Rock Materials and conditions similar to project conditions. Provide a project reference list for each of the 5 projects which includes:

- Brief project description with the owner's name and current phone number.
- Date of project.
- Number, size, and capacity of Micropiles successfully installed and tested.
- Types of Soil/Rock Materials and groundwater conditions encountered in the project.

**(b) Micropile On-Site Supervisor** - Names and detailed experience of on-site supervisors for the Project. On-site supervisors shall have experience on at least 3 projects over the past 5 years installing Micropiles of similar type, size and scope to those shown in the Working Drawings and in similar geotechnical conditions to those described in the project geotechnical report for this project. Experience shall include the direct supervisory responsibility for the on-site Micropile construction operations and load testing.

**(c) Micropile Drill Rig Operator** - Names and detailed experience of drill operators for the Project. Drill rig operators shall have experience on at least 3 projects over the past 5 years installing the type(s) of Micropiles required for this project and to capacities equal to, or greater than, those required in the Specifications.

**(d) Micropile Registered Professional Engineer of Record** - Name(s) and detailed experience of the Micropile engineer. Micropile engineers shall be a Professional Engineer registered in the State of Oregon, with experience in the design of at least 3 Micropile projects of similar scope to this project, successfully completed over the past 5 years, and experience designing Micropiles of similar or greater capacity to those required in the Plans and Specifications.

**(e) Welder Qualifications** - Submit qualification documents for each welder. Use welders qualified according to AWS D1.1 for the position, process and Casing diameter used on the Project.

Include in the personnel list a summary of each individual's experience with sufficient detail for the Engineer to determine whether each individual satisfies the required qualifications.

Submit qualifications of the contractor's Micropile engineer at least 21 Calendar Days before submittal of the stamped Working Drawings. The Engineer will approve or reject the contractor's qualifications within 7 Calendar Days after receipt of a complete submittal.

Do not begin Work or order Materials before the Engineer provides written approval of the Contractor's experience qualifications.

The Engineer may suspend the Micropile construction Work if the Contractor substitutes unapproved personnel during construction. Submit requests for substitution of field personnel to the Engineer, who will have an additional 7 Calendar Days to respond to each request.

## Construction

**00515.40 General** - Contain and dispose of all construction related waste according to 00290.20.

**00515.43 Allowable Tolerances** - Install Micropile to within the following tolerances:

- Centerline of piling not more than 3 inches from indicated plan location.
- Plumb within 2 percent of total-length plan alignment (vertical piles).
- Top elevation of Micropile no more than 1.0 inch above or 2.0 inches below the vertical plan elevation.
- Centerline of core reinforcement not more than 0.75 inches from centerline of final pile location.

**00515.44 Micropile Installation** - Select the drilling method, grouting procedure, and grouting pressure used for the installation of the Micropiles. Schedule all Micropile installations such that there will be no interconnection with or damage to previously installed piles.

**(a) Drilling** - Provide drilling Equipment and methods suitable for drilling through the conditions to be encountered without causing damage to any overlying or adjacent Structures or services. The drillhole must be open to the required nominal diameter along its full length prior to placing grout and reinforcement.

Use temporary Casing or other approved method of Micropile drillhole support, in caving or unstable ground to permit the Micropile shaft to be formed to the minimum design drillhole diameter. Do not use drilling fluid containing bentonite. Stabilize and repair detrimental ground movements caused by caving or other unstable drillhole conditions, as determined by the Engineer.

**(b) Ground Heave or Settlement** - Observe the conditions in the vicinity of the Micropile construction site on a daily basis for signs of ground heave, settlement or other signs of ground displacement during construction. Immediately notify the Engineer if signs of movements are observed. Immediately suspend or modify drilling or grouting operations if ground heave or settlement is observed, if the Micropile Structure is adversely affected, or if adjacent Structures are damaged from the drilling or grouting. If the Engineer determines that the movements require corrective action, take corrective actions necessary to stop the movement or perform repairs.

**(c) Reinforcement Placement** - Place reinforcement according to the approved Micropile installation plan. Ensure that reinforcement surfaces are free of deleterious substances such as Soil, mud, grease or oil that might contaminate the grout or coat the reinforcement and impair the bond. If applicable, provide pile cages and reinforcement groups with sufficient strength to withstand the installation and grouting process and the withdrawal of the drill Casings without damage or disturbance.

Provide Centralizers and Spacers equally spaced along the length of the Micropile with a maximum center-to-center spacing of 10 feet. Locate the top and bottom Centralizers a maximum of 5.0 feet from the top and bottom of the Micropile. Provide at least two Centralizers per Micropile. For Micropiles less than or equal to 20 feet in length, place Centralizers at the top and bottom quarter points of the Micropile. Ensure that Centralizers and Spacers permit the free flow of grout without misalignment of the reinforcing bars and permanent Casing. Lower the central reinforcing bars with Centralizers into the stabilized drillhole and set to the design elevation and alignment tolerances. Do not force or drive partially inserted reinforcing bars into the hole. Redrill and reinsert steel reinforcement when necessary to facilitate insertion.

**(d) Grouting** - Measure the grout quantity and pumping pressure during the grouting operations. Provide the Engineer with records showing the quantities, test data, and grout pressures.

After drilling, flush the hole with water or air to remove drill cuttings and other loose debris. Use a stable neat cement grout or a sand cement grout with a minimum 28-Day unconfined compressive strength as required in the Contractor's submitted design. Mix admixtures, if used, in accordance with manufacturer's recommendations. Use grouting Equipment that produces a grout free of lumps and undispersed cement. Equip the pump with a pressure gauge to monitor grout pressures. Place a second pressure gauge at the point of injection. Ensure that the pressure gauges are capable of measuring pressures of at least 150 psi or

twice the actual grout pressures used by the contractor, whichever is greater. Size the grouting Equipment to enable the grout to be pumped in one continuous operation. Constantly agitate the grout prior to pumping. Place grout within one hour after mixing the grout or, if admixtures are used, within the time recommended by the manufacturer. Discard grout not placed within the allowed time limit.

Inject the grout from the lowest point of the drillhole by tremie methods until clean, pure grout flows from the top of the Micropile. The grout may be pumped through grout tubes, Casing, hollow-stem augers, or drill rods. Control the grout pressures and grout takes to prevent excess grout take, excessive ground heave, and fracturing of Rock formations. Fill the entire Micropile length with grout containing no voids or inclusions. Subsequent to tremie grouting, all grouting operations must ensure complete continuity of the grout column. The use of compressed air to directly pressurize the fluid grout is not permissible. If required, apply Post-Grouting of Micropiles in accordance with approved Working Drawings and record grout pressures, quantities, mix design, and other relevant Post-Grouting information. Upon completion of grouting, the grout tube may remain in the hole. Fill grout tube with grout if left in place.

**(e) Grout Testing** - Ensure that grout within the verification and proof test Micropiles attains the minimum required compressive strength, as identified in the Contractor's design submittal, prior to load testing. Previous test results for the proposed grout mix, completed within one year of the start of work, may be submitted for initial verification of the required compressive strengths for installation of pre-production verification test piles and initial production proof test piles.

During production, test the Micropile grout for compressive strength according to AASHTO T 106 (ASTM C109) for grout cubes or AASHTO T 22 (ASTM C39) for cylinders at a frequency of no less than three samples from each grout plant each Day of operation or three samples from each grout plant per every 10 Micropiles, whichever occurs more frequently. Calculate the average of the three samples tested to determine the compressive strength.

Determine grout consistency, as measured by grout density according to AASHTO T 121 (ASTM C138) or API RP-13B-1, at a frequency of at least one test per verification or proof test Micropile, conducted just prior to start of grouting. For production Micropiles, perform grout density testing at a frequency of at least once per each period of continuous grouting operation or once per Day, whichever is more frequent. Ensure that the measured grout density is consistent with the approved Micropile Installation Plan.

Take grout samples directly from the grout plant. Provide grout cube compressive strength and grout density test results to the Engineer within 24 hours of testing.

**00515.45 Micropile Splices** - Provide steel rebar and permanent Casing splices that develop at least the required compressive, tensile, and bending strengths used in the design of the Micropile. Provide mechanical bar splices meeting the requirements of 00515.10(e). Secure lengths of Casing and reinforcing bars to be spliced in proper alignment and in a manner to avoid eccentricity or angle between the axes of the two lengths to be spliced. Locate Casing joints at least two Casing outside diameters away from any bar splice, as measured along the vertical axis of the Micropile. When multiple reinforcing bars are used, stagger bar splices at least 3.0 feet.

Provide threaded Casing joints that develop at least the required compressive, tensile, and bending strength used in the design of the Micropile. If welding of permanent high strength steel Casing is required, submit a Welding Procedure Specification (WPS) conforming to AWS D1.1 for review and written approval by the Engineer, prior to any welding operation. Weld all permanent Casing seams and splices using complete penetration welds.

**00515.46 Pile Cap Connection** - Furnish and install all Materials required to connect Micropiles to pile caps in accordance with the accepted stamped Working Drawings.

**00515.47 Pile Load Tests** - Perform verification and proof testing of piles at the locations shown, specified, or as directed. Confirm the grout has achieved the minimum required grout compressive strength prior to verification and Proof Load Testing.

Perform compression load testing in accordance with ASTM D1143, except as modified by this subsection.

**(a) Verification Load Tests** - Perform pre-production verification pile load testing on sacrificial Micropiles to verify the design of the pile system and the construction methods proposed prior to beginning Work on any aspect of production piles. Construct 1 sacrificial verification test piles in conformance with the approved Working Drawings. Install verification test pile(s) at the following locations:

Verification Test Pile	Station	Offset
VT - 1	103+10	20 FT RT

Verification test pile locations may be adjusted by the Engineer depending on actual site conditions and other factors. If additional verification test piles are needed, the location will be determined by the Engineer.

Perform Verification Load Tests to verify that the Contractor-installed Micropiles will meet the loading requirements in compression and tension and the load test acceptance criteria, and to verify that the length of the Micropile bond zone is adequate. The Micropile Verification Load Test results must verify the Contractor's design and installation methods, and be reviewed and accepted by the Engineer prior to beginning installation of production Micropiles. For each verification test provide the Micropile Load Test Data Report to the Engineer within 5 Calendar Days of completing the testing.

For verification test piles, use the drilling and grouting methods, Casing and reinforcement details, depth of embedment (bond zone), and all other installation Materials and methods specified for the production piles, unless otherwise approved by the Engineer. At the completion of verification testing, remove test piles down to 2 feet below Roadway Subgrade or as directed.

**(1) Testing Equipment and Data Recording** - Provide dial gauges, dial gauge support, jack and pressure gauges, load cells and a reaction frame for use in testing the Micropiles. The load cell is required only for the Creep test portion of the verification test.

Provide a description of test setup and jack, pressure gauge, and load cell calibration curves according to 00515.05. Design the testing reaction frame to be sufficiently rigid and of adequate dimensions to prevent excessive deformation of the testing Equipment. Align the jack, bearing plates, and stressing anchorage such that unloading and repositioning of the Equipment will not be required during the test.

Apply and measure the test load with a hydraulic jack and pressure gauge. Provide a pressure gauge graduated in 100 psi increments or less. Provide a jack and pressure gauge with a pressure range not exceeding twice the anticipated maximum test pressure. Provide a jack ram travel sufficient to allow the test to be completed without resetting the Equipment. Position the jack at the beginning of the test such that unloading and repositioning during the test will not be required. Monitor the Creep test load hold during verification tests with both the pressure gauge and the load cell. Use the load cell to accurately maintain a constant load hold during the Creep test load hold increment of the verification test.

Measure the pile top movement with a dial gauge capable of measuring to 0.001 inch. Provide a dial gauge having a sufficient travel to allow the test to be completed without having to reset the gauge. Visually align the gauge to be parallel with the axis of the Micropile and support the gauge independently from the jack, pile, or reaction frame. Use a minimum of two dial gauges when the test setup requires reaction against the ground or single reaction piles on each side of the test pile. Record the required load test data and supply the results to the Engineer.

**(2) Verification Test Loading Schedule** - Test verification piles designated for compression or tension load testing to a maximum test load of 1.5 times the Factored Design Loads provided in 00515.04 or as

shown. Measure the pile top movement at each load increment. Start the load-hold period as soon as each test load increment is applied. Reset dial gauges to zero after the initial AL is applied.

Incrementally load the Micropile in accordance with the following cyclic load schedule for both compression and tension loading as indicated in Table 00515-2:

AL = Alignment Load ( $\leq 0.04\text{FDL}$ )

FDL = Factored Design Load

**TABLE 00515-2**

Loading Cycle	Increment	Load	Hold Time (min.)
AL	1	AL	2.5
Cycle 1	2	0.075 FDL	4
	3	0.15 FDL	4
	4	0.225 FDL	4
	5	0.30 FDL	4
	6	0.375 FDL	4
Cycle 2	7	AL	1
	8	0.15 FDL	1
	9	0.30 FDL	1
	10	0.375 FDL	1
	11	0.45 FDL	4
	12	0.525 FDL	4
	13	0.60 FDL	4
	14	0.675 FDL	4
Cycle 3	15	0.75 FDL	4
	16	AL	1
	17	0.30 FDL	1
	18	0.60 FDL	1
	19	0.675 FDL	1
	20	0.75 FDL	1
	21	0.825 FDL	4
	22	0.90 FDL	4
Cycle 4	23	0.975 FDL	60* (Creep Test)
	24	AL	1
	25	0.30 FDL	1
	26	0.60 FDL	1
	27	0.90 FDL	1
	28	0.975 FDL	1
	29	1.05 FDL	4
	30	1.125 FDL	4
	31	1.20 FDL	4
	32	1.275 FDL	4
	33	1.35 FDL	4
	34	1.425 FDL	4
	35	1.50 FDL	4
	36	1.20 FDL	4
	37	0.90 FDL	4
	38	0.60 FDL	4
	39	0.30 FDL	4

	40	AL	15
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\* Measure and record pile movement during the Creep test at intervals of 1, 2, 3, 4, 5, 6, 10, 20, 30, 50, and 60 minutes as soon as the test load is applied.

**(3) Verification Test Pile Acceptance Criteria** - The acceptance criteria for Micropile Verification Load Tests are:

- The pile sustains the first compression or tension 0.375 FDL test load with no more than 0.5 inch total vertical movement at the top of the pile, relative to the top of the pile prior to the start of testing.
- At the end of the 0.975 FDL Creep test load increment, test pile Creep rate does not exceed 0.04 inch/log cycle time (1 to 10 minutes) or 0.08 inch/log cycle time (6 to 60 minutes or the last log cycle if held longer) and the Creep rate is linear or decreasing throughout the Creep load hold period.
- Failure does not occur at the 1.50 FDL maximum test load. Failure is defined as the load where the slope of the load versus head deflection curve (at the end of increment) first exceeds 0.025 inch/kip.

Submit a Micropile Load Test Data Report, according to 00515.48. The Engineer will respond within 5 Calendar Days after receipt of the report with either acceptance or rejection of the tested Micropile.

**(4) Verification Test Pile Rejection** - If a verification-tested Micropile fails to meet the acceptance criteria, modify the design, the construction procedure, or both. These modifications may include modifying the installation methods, increasing the Bond Length, or changing the Micropile type. Submit to the Engineer any modifications that necessitate changes to the Structure. Do not proceed with further Micropile testing or construction without approval from the Engineer.

**(b) Proof Load Tests** - Perform Proof Load Tests on one production pile at each designated Substructure unit (footing) unless otherwise directed. The Engineer will determine which pile is to be tested in each Substructure unit. Proof test Micropiles are required at the following Substructure unit locations:

Location	Footing
Bent 2	Left
Bent 2	Right
Bent 3	Left
Bent 3	Right

Proof Load Test locations may be adjusted by the Engineer. The Engineer will designate the location of additional proof test piles.

Perform Proof Load Tests to verify the production Micropiles will meet the loading requirements in compression and tension and the load test acceptance criteria. For each proof test, provide the Micropile Load Test Data Report to the Engineer within 5 Calendar Days of completing the testing.

**(1) Proof Test Loading Schedule** - Test piles designated for compression or tension Proof Load Testing to a maximum test load of 1.0 times the Micropile Factored Design Load(s) provided in 00515.04 or as shown. Provide testing Equipment and data recording devices in accordance with 00515.47(a)(1). Incrementally load the proof test Micropiles according to Table 00515-3, to be used for both compression and tension loading:

AL = Alignment Load ( $\leq 0.04\text{FDL}$ )

FDL = Factored Design Load

**TABLE 00515-3**

Loading Cycle	Increment	Applied Load	Hold Time (min.)
Apply AL	1	AL	2.5

Load Cycle	2	0.10 FDL	4
	3	0.20 FDL	4
	4	0.30 FDL	4
	5	0.40 FDL	4
	6	0.50 FDL	4
	7	0.60 FDL	4
	8	0.70 FDL	4
	9	0.80 FDL	4
	10	0.90 FDL	4
	11	1.00 FDL	10 or 60 minutes*
Unload Cycle	12	0.90 FDL	4
	13	0.75 FDL	4
	14	0.60 FDL	4
	15	0.45 FDL	4

\* Where the pile top movement between 1 and 10 minutes exceeds 0.04 inch, maintain the 1.0 FDL increment an additional 50 minutes and measure and record pile movements at 1, 2, 3, 5, 6, 10, 20, 30, 50 and 60 minutes.

Reset dial gauges to zero after the initial AL is applied.

**(2) Proof Test Pile Acceptance Criteria** - The acceptance criteria for Micropile Proof Load Tests are:

- The pile sustains the compression or tension 1.00 FDL with no more than 1.0 inch total vertical movement at the top of the pile, relative to the top of the pile prior to the start of testing.
- At the end of the 1.00 FDL Creep test load increment, test piles have a Creep rate not exceeding 0.04 inch/log cycle time (1 to 10 minutes) or 0.08 inch/log cycle time (6 to 60 minutes) and the Creep rate is linear or decreasing throughout the Creep load hold period.
- Failure does not occur at the 1.00 FDL maximum test load. Failure is defined as the load where the slope of the load versus head deflection curve first exceeds 0.025 inch/kip.

Submit a Micropile Load Test Data Report, according to 00515.48. The Engineer will respond within 5 Calendar Days after receipt of the report with either acceptance or rejection of the tested Micropile.

**(3) Proof Test Pile Rejection** - If a proof-tested Micropile fails to meet the acceptance criteria, proof test additional Micropiles within that footing or Substructure unit as directed by the Engineer. For failed piles and construction of replacement piles, modify the design, the construction procedure, or both. Modifications may include installing replacement Micropiles, incorporating remaining untested piles at reduced load capacities, post grouting, modifying installation methods, increasing the Bond Length, or changing the Micropile type. Submit to the Engineer any modifications that necessitate changes to the Structure design. Do not proceed with further Micropile testing or construction without the Engineer's approval.

**00515.48 Micropile Load Test Data Reports** - Report the Micropile verification and Proof Load Test data to the Engineer in the form of a summary report which includes, at a minimum, the following information:

- Project description.
- Description of site and subsurface conditions including information on the subsurface conditions encountered at the load test location.
- A listing of key personnel involved with the testing and production of the Micropile including the grout plant operator, drill rig operator, on-site supervisor and Micropile engineer.



- Results of the load test, including completed testing field data records for load increments and time periods in 00515.47(a)(2) and 00515.47(b)(1), and appropriate presentation figures, charts and graphs. Record the required load test data and submit to the Engineer for verification.
- Statement of load testing requirements and acceptance criteria according to 00515.47(a)(3), 00515.47(a)(4), 00515.47(b)(2), and 00515.47(b)(3).
- Comparison of load testing results and acceptance criteria.
- Summary statement of load test results, including whether the load test met or failed to meet the criteria.
- Hydraulic jack pressure gauge and load cell calibration report.
- Material certifications or check sample results for permanent Casing (if used), reinforcement, and grout compressive strength testing.

Submit the Micropile Load Test Data Report as a Stamped Working Drawing according to 00515.05(b)(5).

**00515.49 Micropile Installation Log** - Prepare and submit a Micropile Installation Log to the Engineer for each Micropile installed, within 24 hours of Micropile installation. A copy of the Micropile Installation Log is available from the ODOT Construction Forms website at:

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

At a minimum, include the following information:

- Micropile drilling duration
- Description of Soil and Rock encountered
- Final tip elevation
- Cutoff elevations for the top and bottom of the Casing
- Nominal Resistance
- Description of unusual installation behavior or conditions
- Grout pressures attained during grouting
- Grout quantities pumped into Micropiles
- Micropile Materials and dimensions

### Measurement

**00515.80 Measurement** - The quantities of Work performed under this Section will be measured according to the following:

**(a) Furnish Micropile Equipment** - No measurement of quantities will be made for furnishing Micropile Equipment.

**(b) Micropiles** - Micropiles will be measured on the unit basis for each production Micropile installed and accepted.

**(c) Micropile Verification Load Test** - Micropile Verification Load Tests will be measured on the unit basis for each for Verification Load Test pile constructed, tested, and accepted. Micropile Verification Load Tests performed at the option of the Contractor will not be measured.

**(d) Micropile Proof Load Test** - Micropile Proof Load Tests will be measured on the unit basis for each Proof Load Test completed, reported, and accepted. Micropile Proof Load Tests performed at the option of the Contractor will not be measured.

**Payment**

**00515.90 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:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Furnish Micropile Equipment.....	Lump Sum
(b) Micropiles.....	Each
(c) Micropile Verification Load Test .....	Each
(d) Micropile Proof Load Test .....	Each

Partial payments for Item (a) will be made as follows:

- When drilling Equipment is on the job, assembled and Verification Load Test drilling is underway ..... 75%
- When the installation of the Micropiles is complete, accepted and the drilling Equipment has been removed from the site ..... 25%

Item (b) includes designing, drilling, furnishing, and placing all steel reinforcement and Casing, grouting, and all Micropile top attachments. No payment will be made for Micropiles that fail Micropile Proof Load Tests.

Item (c) includes payment for furnishing all Materials, Equipment, and labor required to construct sacrificial Verification Load Test piles, conduct the load test, and report the results as specified. No payment will be made for failed Micropile Verification Load Tests.

Item (d) includes payment for furnishing all Materials, Equipment, and labor required to conduct Proof Load Tests, and report the results as specified. No payment will be made for failed Micropile Proof Load Tests.

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

**SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

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

**00530.80(a) Lump Sum** - Add the following to the end of this subsection:

The estimated quantity of reinforcement is 3,500 lbs of Grade 60 rebar for footings.

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

**SECTION 00540 - STRUCTURAL CONCRETE**

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

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

The estimated quantity of concrete is:

<b>Type and Class</b>	<b>Quantity (Cu. Yd.)</b>
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Foundation Concrete, Class 4000

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### **SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

### **SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications.

### **SECTION 00810 - METAL GUARDRAIL**

Comply with Section 00810 of the Standard Specifications.

### **SECTION 01030 – SEEDING**

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

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

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

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

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

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

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

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

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

Provide the following seed mix formulas:

- **Native Plant Seeding:**

**Botanical Name    PLS Specified Rate**

<b>(Common Name)</b>	<b>(lb/acre)</b>
Meadow Barley	17.45
California Brome	15.27
Native Red Fescue	8.73
Tufted Hairgrass	1.31
Spike Bentgrass	0.87
* Oregon Certified Seed	

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

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

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

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

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

## **SECTION 02001 - CONCRETE**

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

**02001.02 Abbreviations and Definitions:**

Add the following definition:

**Lightweight Concrete** - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

**Pozzolans** - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume..." with the following sentence:

**Supplementary Cementitious Materials** - Pozzolans and ground granulated blast furnace slag.

**02001.15(a) Current Mix Designs** - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

**02001.15(b)(1) Trial Batch Plastic Properties** - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

**Test**

**Test Method**

Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 <sup>1</sup>
Air Content	AASHTO T 152 or T 196 <sup>2</sup>
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 <sup>3</sup>
Water Cement Ratio	<sup>4</sup>

- <sup>1</sup> For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.
- <sup>2</sup> Use AASHTO T 196 for lightweight concrete.
- <sup>3</sup> Cast cylinders in single use plastic molds.
- <sup>4</sup> Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

**02001.20(a) Strength** - Replace Table 2001-1 with the following Table 2001-1:

**Table 02001-1**

<b>Concrete Strength and Water/Cementitious Material (w/cm) Ratio</b>		
<b>Type of Concrete</b>	<b>Strength <math>f'_c</math> (psi)</b>	<b>Maximum w/cm Ratio</b>
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
<b>PPCM's</b> (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

**02001.20(a)(1) Required Average Compressive Strength ( $f'_{cr}$ )** - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

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

**02001.50(d) Concrete Strength Testing Technician (CSTT):**

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data

### **SECTION 02050 - CURING MATERIALS**

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

**02050.10 Liquid Compounds** - Replace the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

### **SECTION 02320 - GEOSYNTHETICS**

Comply with Section 02320 of the Standard Specifications modified as follows:

**02320.10(a)(1) Geotextiles** - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

**02320.10(b) Acceptance Requirements** - Replace this subsection with the following subsection:

**02320.10(b) Identification** - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

**02320.10(c)(1) Geotextiles** - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as “NTPEP listed” in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer’s test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.

- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

### SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

**02690.20(e) Grading and Separation by Sizes for Prestressed Concrete** - Replace this subsection with the following subsection:

**02690.20(e) Grading and Separation by Sizes** - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-1**  
Gradation of Coarse Aggregates  
Percent passing (by Weight)

Size Number	Nominal Size Square Openings	Sieve Size											
		(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ¾ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

\* Use two or more separated sizes which when combined meet these gradation limits.

\*\* See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

**02690.20(f) Grading and Separation by Sizes for Other Concrete** - Delete this subsection.

**02690.30(g) Grading** - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

### SECTION 02910 - SIGN MATERIALS

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

**02910.33(a) General** - Replace this subsection, except for the subsection number and title, with the following:

Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. The letters and numerals of all permanent legends shall conform to the design of the FHWA Standard Rounded Capital Letter Alphabets.

Add following subsection:

**02910.50 Digitally Printed Signs, Temporary** - Temporary traffic control signs may use digitally printed signs from an integrated engineered match component system on the QPL and applied to furnished substrate according to 00222.10(b).





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	(ACP)-ASPHALT CONCRETE PAVING AND OILING
(BLD1)-BUILDINGS	(EART)-EARTHWORK AND DRAINAGE
(ELEC)-ELECTRICAL	(LS)-LANDSCAPING
(MHA)-MISC. HIGHWAY APPURTENANCES	(PA11)-PAINTING
(PAVE)-PAVEMENT MARKINGS	(PCP)-PORTLAND CEMENT CONCRETE PAVING
(REIN)-BRIDGES AND STRUCTURES	(SIGN)-SIGNING (PERMANENT)
(TTC)-TEMPORARY TRAFFIC CONTROL	

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](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  
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