



# Contract Review Sheet

PW-6021-24

Public Improvement Agreements #: PW-6021-24 Amendment #: \_\_\_\_\_

Contact: Chalyce MacDonald Department: Public Works Department

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

Title: Safe Routes To School (SRTS) Four Corners Elementary Elma Ave Project

Contractor's Name: Brown Contracting, Inc.

Term - Date From: Execution Expires: October 11, 2025

Original Contract Amount: \$ 436,379.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 436,379.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1515-24

### Description of Services or Grant Award

Agreement to improve pedestrian safety by constructing sidewalks, ADA compliant sidewalk ramps, speed cushions at the Four Corners Elementary School, and upgrading stormwater inlets.

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

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

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

BOC Session Presenter(s) Ryan Crowther

### FOR FINANCE USE

Comments: Y

### REQUIRED APPROVALS

Finance - Contracts \_\_\_\_\_ Date \_\_\_\_\_ Contract Specialist \_\_\_\_\_ Date \_\_\_\_\_

Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_ Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 17, 2024

Department: Public Works

Title: Contract with Brown Contracting for Construction of the Elma Ave: Four Corners Elementary SRTS Project.

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

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

Requested Action: Approval of Construction Contract PW-6021-24 with Brown Contracting, Inc. for Construction of the Elma Ave: Four Corners Elementary SRTS Project, totaling \$436,379.00.

Issue, Description & Background: Marion County has received a Safe Routes to School (SRTS) grant from the Oregon Department of Transportation (ODOT) to construct upgrades to existing pedestrian facilities on Elma Ave including approximately 900-feet of sidewalk infill on the east side of Elma Ave; ADA compliant curb ramps at the Causey Ln and Akin Ave, intersections; Rectangular Rapid Flashing Beacons; signage and surface markings. These improvements will complete the pedestrian facilities along Elma Ave and provide a much safer pedestrian route for students attending Four Corners Elementary School.  
  
Six bids were received for this project, the lowest responsible bid being received from Brown Contracting, Inc. The bid award was approved on March 26, 2024, and became official at 5:00 pm, April 1, 2024, following the required 7-day protest period. No protests were received.

Financial Impacts: Public Works has budgeted the necessary funds to complete the project. The construction contract is for \$436,379.00 which includes an estimated \$380,000.00 in State Funds and \$56,379.00 in County Funds.

Impacts to Department & External Agencies: This contract will not impact any other Marion County departments or external agencies.

List of attachments: Construction Contract PW-6021-24, including bid submittal

Presenter: Ryan Crowther

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

## CONSTRUCTION CONTRACT PW-6021-24

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Brown Contracting, Inc. hereinafter called the "Contractor" for the Project entitled: SRTS Four Corners Elementary Elma Ave.

### WITNESSETH

Contractor, in consideration of the sum of \$436,379.00 (the "Contract Price"), to be paid to the Contractor by Agency 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 Agency.

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.

Contractor shall indemnify, defend, save and hold harmless the Agency 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 Agency shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Agency, 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 or any of its agencies, without the prior written consent of the Agency's Legal Counsel. The Agency may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the Agency, or the Contractor is not adequately defending the Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of the Agency to do so. The Agency reserves all rights to pursue claims it may have against Contractor if the Agency elects to assume its own defense.

4. Money due to Contractor under and by virtue of this Contract may be returned for the use of the Agency; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that

effect furnished to the Agency; 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.

5. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Agency and to its satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
6. In the event the Board of Commissioners of the Agency reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
7. The Agency delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
8. 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.
9. 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.

10. 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.

11. Independent Contractor.

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

12. Governing Law and Venue.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by 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 below.

**MARION COUNTY SIGNATURE  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**BROWN CONTRACTING, INC. SIGNATURE**

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

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

MARION COUNTY PUBLIC WORKS  
INVITATION TO BID  
FOR  
THE CONSTRUCTION OF  
SRTS FOUR CORNERS ELEMENTARY ELMA AVE  
Earthwork, Asphalt Concrete Paving and  
Miscellaneous Highway Appurtenances, Temporary Traffic Control

MARION COUNTY, OREGON

Bid Publication Date: March 8, 2024

Bid Opening: March 22, 2024 at 2:00 PM PST

MARION COUNTY BID #: PW1515-24

OREGONBUYS BID SOLICITATION #: S-C25102-00009584

ECMS NO. 2024-203  
ACCOUNTING PROJECT NO.105467

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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, if any, can be obtained from the Marion County Procurement Portal at the URL:

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


MARION COUNTY, OREGON

SPECIAL PROVISIONS

FOR

SRTS FOUR CORNERS ELEMENTARY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p> 	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for General Conditions, Erosion and Sediment Control, Earthwork, Drainage, Pavement and Misc. Concrete Structures. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00280, 00305, 00310, 00320, 00330, 00440, 00445, 00470, 00490, 00640, 00730, 00740, 00749, 00759, 02001, 02030, and 02050.</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST




MARION COUNTY, OREGON

SPECIAL PROVISIONS

FOR

SRTS FOUR CORNERS ELEMENTARY

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 54853 Digitally Signed 2024.02.09 15:46:51-08'00' OREGON JULY 9, 2001 TODD E. MOBLEY EXPIRES: 12/31/2024</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Temporary Traffic Control, Permanent Traffic Control, and Traffic and Pedestrian Signal. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00221, 00222, 00223, 00224, 00225, 00228, 00850, 00860, 00867, 00902, 00930, 00940, 00960, 00962, 00980, 02560, and 02910.</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

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## INTRODUCTION

### 1.1 Description of Work

Construction of earthwork, drainage, concrete, asphalt concrete, and a rectangular rapid flashing beacon system as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$500,000 to \$650,000.

### 1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of eato the Procurement Collaboration Portal at <https://contracts.co.marion.or.us/gateway/>.

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

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

### 1.4 Revision or Withdrawal of Bids

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

### 1.5 Time for Completion of Work

Complete all Work to be done under the Contract no later than October 11, 2024 according to 00180.50(h).

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

### 1.6 Funding

This project is state and county funded.

### 1.7 Project Information

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

Chalyce MacDonald

503-566-4139

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

### 1.8 Bid Surety

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

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

### 1.9 Applicable Specifications

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

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2021), Part 00100, available for download on the Marion County website at: <https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx>

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

#### 1.10 Prevailing Wage Rate Requirements

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

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. The existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

#### 1.11 Time Limit of Unsettled Disputes

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

#### 1.12 Mandatory Submission Forms

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

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

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

- First-Tier Subcontractor Disclosure Form

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

#### 1.13 Contract Expiration Date

Contract 2024-203 expires on October 11, 2025

#### 1.14 Bid Evaluation

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

BID SCHEDULE  
 Marion County Public Works  
 SRTS Four Corners Elementary  
 Marion County Bid Solicitation #: PW-1515-24  
 ECMS #: 2024-203

JUMBER 1

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$44,000.00	\$44,000.00
225.070	TEMPORARY SIGNS	295.00	Square Foot	\$16.00	\$4,720.00
225.182	PEDESTRIAN CHANNELIZING DEVICE	250.00	Foot	\$20.00	\$5,000.00
225.215	TUBULAR MARKERS	35.00	Each	\$60.00	\$2,100.00
225.321	TEMPORARY PAVEMENT BARS	540.00	SF	\$6.00	\$3,240.00
225.490	FLAGGERS	440.00	Hour	\$69.00	\$30,360.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$1,000.00	\$1,000.00
280.193	INLET PROTECTION, TYPE 3	8.00	Each	\$85.00	\$680.00
280.195	INLET PROTECTION, TYPE 7	8.00	Each	\$80.00	\$640.00
305.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$9,500.00	\$9,500.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$7,500.00	\$7,500.00
330.150	GENERAL EXCAVATION	1.00	Lump Sum	\$28,500.00	\$28,500.00
445.442	CLEANOUT, 6"	1.00	Each	\$3,000.00	\$3,000.00
445.781	6 INCH STORM SEWER PIPE, 5 FOOT DEPTH	16.00	Linear Foot	\$240.00	\$3,840.00
445.783	10 INCH STORM SEWER PIPE, 5 FOOT DEPTH	10.00	Linear Foot	\$285.00	\$2,850.00
470.152	CONCRETE MANHOLE, 24"	1.00	Each	\$3,500.00	\$3,500.00
470.335	AREA DRAINAGE BASIN	2.00	Each	\$3,300.00	\$6,600.00
470.399	CONCRETE INLETS, TYPE G-2	1.00	Each	\$3,300.00	\$3,300.00
470.406	CONCRETE INLETS, TYPE CG-3	5.00	Each	\$3,000.00	\$15,000.00
490.050	MINOR ADJUSTMENT OF MANHOLES, PREPAVING	1.00	Each	\$1,200.00	\$1,200.00
490.205	ADJUSTING CATCH BASINS	3.00	Each	\$600.00	\$1,800.00

490.212	ADJUSTING JUNCTION BOXES	1.00	Each	\$500.00	\$500.00
640.100	AGGREGATE BASE	334.00	Ton	\$59.00	\$19,706.00
740.100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	92.00	Ton	\$240.00	\$22,080.00
749.100	EXTRA FOR ASPHALT DRIVEWAY APPROACHES	6.00	Each	\$850.00	\$5,100.00
759.110	CONCRETE CURBS, TYPE A	542.00	Linear Foot	\$59.00	\$31,978.00
759.133	EXTRA FOR CURB RAMPS	6.00	Each	\$950.00	\$5,700.00
759.250	CONCRETE WALKS	4,355.00	Square Foot	\$13.00	\$56,615.00
759.431	TRUNCATED DOMES ON NEW SURFACES	60.00	Square Foot	\$75.00	\$4,500.00
851.150	PAVEMENT BAR REMOVAL	20.00	Square Foot	\$50.00	\$1,000.00
867.302	PAVEMENT BAR, TYPE B-HS	322.00	Square Foot	\$18.00	\$5,796.00
905.150	REMOVE AND REINSTALL EXISTING SIGNS	1.00	Lump Sum	\$1,000.00	\$1,000.00
910.100	WOOD SIGN POSTS	45.00	FB	\$50.00	\$2,250.00
930.300	CROSSWALK CLOSURE SUPPORT	3.00	Each	\$1,200.00	\$3,600.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	40.00	Square Foot	\$55.00	\$2,200.00
980.090	RECTANGULAR RAPID FLASHING BEACON SYSTEM COMPLETE	1.00	Lump Sum	\$29,000.00	\$29,000.00
9999.546	EXTRA FOR CONNECTING INLETS TO EXISTING STORM MAIN	6.00	Each	\$1,100.00	\$6,600.00
9999.547	CONCRETE DRIVEWAYS AND THICKENED SIDEWALK	2,217.00	Square Foot	\$22.00	\$48,774.00
9999.548	RELOCATE SANITARY SEWER SERVICE, 4"	30.00	Linear Foot	\$175.00	\$5,250.00
9999.549	ASPHALT CONCRETE SPEED CUSHIONS, 14" WIDE	2.00	EA	\$3,200.00	\$6,400.00

ECMS 2024-203- TOTAL EXTENSION      \$436,379.00

## BID CERTIFICATION

The Honorable Board of  
County Commissioners  
Courthouse Square  
555 Court St. NE, 5th Floor, Suite 5232  
Salem, Oregon 97301

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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



D. Compliance With Oregon Tax Laws:

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

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the

indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 30 million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 12 million.

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

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

*[The remainder of this page intentionally left blank.]*

Experience / References

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

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

Contract #1	Eastwood and McKinney Elem. Site Routes
Location (city/state)	Hillsboro, OR
Owners Name	City of Hillsboro
Type of Work	Street Improvements
% Completed	100%
Estimated Completion Date	9/8/23

Contract #2	OR 19 Arlington ADA Ramps
Location (city/state)	Arlington, OR
Owners Name	ODOT
Type of Work	Street Improvements
% Completed	100%
Estimated Completion Date	6/10/23

Contract #3	US 97 Antler Ave ADA Ramps
Location (city/state)	Redmond, OR
Owners Name	ODOT
Type of Work	Street Improvements
% Completed	100
Estimated Completion Date	5/25/23

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

#1 Project Owner Reference

Reference Name	Ned Naboka
Business or Employer	OR State University
Telephone	541-954-0294
Project Name/\$ Amount	OSU Parking and Sidewalks \$212,216

#2 Project Owner Reference

Reference Name	Laurie Nevo
Business or Employer	Hillsboro Parks + Rec
Telephone	503-615-6508
Project Name/\$ Amount	GFRC Plaza Expansion - \$148,979

#1 Subcontractor Reference

Reference Name	Larry Brabham
Business or Employer	L.R. Brabham Electrical
Telephone	541-747-6638
Project Name/\$ Amount	Main St Ped. Crossing - \$30,970

#2 Subcontractor Reference

Reference Name	OK Electric Group
Business or Employer	Mark Taisey
Telephone	541-747-0811
Project Name/\$ Amount	WofD Tunnel Improvement \$42,630

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

Company: Brown Contracting, Inc.  
(Print or Type)

Address: PO Box 26439  
(Print or Type)

City, State Zip: Eugene, OR 97402  
(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:

Sean Emrick \_\_\_\_\_

Don Brown \_\_\_\_\_

Dated this 22 day of March, 2024.

Construction Contractor's  
Board Registration Number  
114260

Brown Contracting, Inc.  
Firm Name

[Signature]  
Signature of Bidder

Sean Emrick  
Name Print or Type

Vice-President  
Title Print or Type

Telephone No. 541-338-9345

Email Address: Sean@browncontracting.net

Tax ID # 93-1206558

Business Organization: (Check one)

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



Oregon

Tina Kotek, Governor

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

April 27, 2023

BROWN CONTRACTING INC  
SEAN EMRICK  
PO BOX 26439  
EUGENE, OR 97402

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: **May 04, 2023**

Your prequalification application is valid through: **April 30, 2025**

Your vendor number is: **CV20011529**

Work Classifications:

(AB)-AGGREGATE BASE

(BLD1)-BUILDINGS

(ELEC)-ELECTRICAL

(PCP)-PORTLAND CEMENT CONCRETE PAVING

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(EART)-EARTHWORK AND DRAINAGE

(MHA)-MISC. HIGHWAY APPURTENANCES

(REIN)-BRIDGES AND STRUCTURES

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.

*Kayleen Warner*

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

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that BROWN CONTRACTING, INC.  
\_\_\_\_\_, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Corporation organized and existing under and by virtue of the laws of the state CONNECTICUT duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marlon County hereinafter called the Agency, in the penal sum of NOT TO EXCEED TEN PERCENT OF AMOUNT BID\*\* Dollars (\$(\*\*\*\*10%\*\*\*\*)), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for CONSTRUCTION OF SRTS FOUR CORNERS ELEMENTARY ELMA AVE - #PW1515-24 said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 15 day of MARCH, 2024.

BROWN CONTRACTING, INC.

Principal

By: \_\_\_\_\_

*[Signature]* vice-president

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: \_\_\_\_\_

*[Signature]*

Attorney-in-Fact , MICHELLE BENCH



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

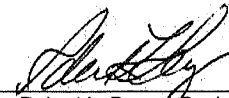
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD**, **Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

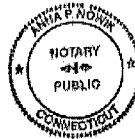
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

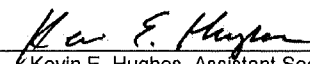
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15** day of **March**, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PERFORMANCE BOND

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

We the undersigned BROWN CONTRACTING, INC as PRINCIPAL (hereinafter called CONTRACTOR), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the state of CONNECTICUT duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called AGENCY), the amount of Four Hundred Thirty Six Thousand Three Hundred Seventy Nine No/100's\*\*\*\* Dollars (\$436,379.00) in lawful money of the United States of America. CONTRACTOR shall name the Oregon Department of Transportation and State of Oregon as additional obligee under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated March 27, 2024, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: CONSTRUCTION OF SRTS FOUR CORNERS ELEMENTARY ELMA AVE - #PW515-24.

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

Whenever CONTRACTOR shall be declared by AGENCY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by AGENCY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for CONSTRUCTION OF SRTS FOUR CORNERS ELEMENTARY ELMA AVE - #PW515-24 are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than AGENCY, the Oregon Department of Transportation and the STATE OF OREGON, their respective heirs, executors, administrators, successors or assigns.

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



IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of March, 2024.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
SURETY

By: Robin Baird

Title: ROBIN BAIRD, ATTORNEY-IN-FACT

ONE TOWER SQUARE-2SHS  
Street Address

HARTFORD CONNECTICUT 06183  
City State ZIP

541-741-0550  
Phone Number

BROWN CONTRACTING, INC  
CONTRACTOR

By: [Signature]

Title: Vice-President

PO BOX 26439  
Street Address

EUGENE OR 97402  
City State ZIP

541-338-9345  
Phone Number

LABOR AND MATERIALS PAYMENT BOND  
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned BROWN CONTRACTING, INC as PRINCIPAL and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the state of CONNECTICUT, 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 Four Hundred Thirty Six Thousand Three Hundred Seventy Nine No/100's\*\*\*\* Dollars (\$436,379.00\*\*) 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 March 27, 2024, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: CONSTRUCTION OF SRFS FOUR CORNERS ELEMENTARY ELMA AVE - #PW515-24.

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

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

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

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not

exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of March, 2024.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
SURETY

By: Robin Baird

Title: ROBIN BAIRD, ATTORNEY-IN-FACT

BROWN CONTRACTING, INC  
CONTRACTOR

By: [Signature]

Title: Vice-President

ONE TOWER SQUARE-2SHS  
Street Address

PO BOX 26439  
Street Address

HARTFORD, CONNECTICUT 06183  
City, State Zip

EUGENE OR 97402

541-741-0550  
Phone Number

541-338-9345  
Phone Number





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robin Baird** of **SPRINGFIELD**, **Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27 day of March, 2024.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

    ✓     Yes                                           No

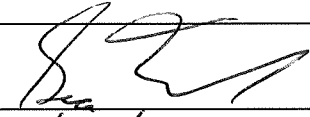
I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Brown Contracting, Inc.

Name/Title Sean Emrick, Vice-President

Address PO Box 26439, Eugene, OR 97402

Signature <u></u>
Date <u>3/22/2024</u>

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

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

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

### Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name SRTS Four Corners Elementary Elma Ave.  
 ECMS Contract # 2024-203  
 Bid Opening Date March 22, 2024  
 Name of Bidding Contractor Brown Contracting, 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>Belco Electric</u>	Dollar Amount \$ <u>24,280<sup>-</sup></u>
Category of Work <u>Electrical</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## PROJECT WAGE RATES

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

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

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

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

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

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



## SPECIAL PROVISIONS

### PART 00100 - GENERAL CONDITIONS

Replace "PART 00100 – GENERAL CONDITIONS" of the 2021 Oregon Standard Specifications for Construction with the following:

**General Conditions for Construction for Marion County, v2021**, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these Special Provisions by reference.

#### **SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS**

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

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)

#### **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

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

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

In the first bullet, replace the address with the following:

Oregon Department of Transportation  
355 Capital St. NE  
Salem, OR 97301

In the second bullet, replace the address 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** – Revise this section as follows:

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 in its entirety.

**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 Preparation of Bids** - Replace subsection (a) with the following:

**(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 subsection (c) with the following:

**(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 guarantee 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; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. 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** – Replace this subsection, except for the subsection number and title, with the following:

Paper bids will not be accepted.

**00120.45(b) Electronic Bids** - Replace this subsection, except for the subsection number 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

Comply with Section 00130 of the General Conditions modified as follows:

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

The Agency will post Notice of Intent to Award on the OregonBuys website at <https://oregonbuys.gov/bsol/>.

Replace the last paragraph with the following:

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

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

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

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

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

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

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

## **SECTION 00140 – SCOPE OF WORK**

Comply with Section 00140 of the General Conditions.

## **SECTION 00150 – CONTROL OF WORK**

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

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

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

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

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

Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".

Add the following subsection:

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

**Table 00150-1**

<b>Utility</b>	<b>Contact Name</b>	<b>Email and Phone Number</b>
NW Natural	Andrew Schurter	<a href="mailto:Andrew.Schurter@nwnatural.com">Andrew.Schurter@nwnatural.com</a> 503-932-8008
NW Natural	Blake Johnson	<a href="mailto:Blake.Johnson@nwnatural.com">Blake.Johnson@nwnatural.com</a> 503-833-2519
PGE (WO #M3228068)	Coordination Center	<a href="mailto:Service.Coordinators@pgn.com">Service.Coordinators@pgn.com</a> 503-463-4348
Comcast (dba Infinity)	Jason McDonald	<a href="mailto:Jason_McDonald3@comcast.com">Jason_McDonald3@comcast.com</a> 503-924-9120
Lumen	Travis Vaughn	<a href="mailto:Travis.Vaughn@CenturyLink.com">Travis.Vaughn@CenturyLink.com</a> 541-749-0347
Henkels & McCoy	Will Vercoutere	<a href="mailto:wvercoutere@henkels.com">wvercoutere@henkels.com</a> 503-877-0343
City of Salem (Sewer)	Rich Pranger	<a href="mailto:rpranger@cityofsalem.net">rpranger@cityofsalem.net</a> 503-932-3949
Suburban East Salem Water District	Jason Daggett	<a href="mailto:JasonDaggett51@outlook.com">JasonDaggett51@outlook.com</a> 503-910-1798
Salem-Keizer School District	Marek Eaton	<a href="mailto:EATON_MAREK@salkeiz.k12.or.us">EATON_MAREK@salkeiz.k12.or.us</a> 971-332-3643

**Gas Utilities**

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

- NW Natural 1-800-882-3377

### **Power Suppliers**

**PGE** - Energized power lines overhang portions of the Work with a minimum vertical clearance of 21 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.

## **SECTION 00160 – SOURCE OF MATERIALS**

Comply with Section 00160 of the General Conditions.

## **SECTION 00165 – QUALITY OF MATERIALS**

Comply with Section 00165 of the General Conditions modified as follows:

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

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

## **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

**00170.00 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:

<b>Insurance Coverages per Occurrence</b>	<b>Combined Single Limit</b>	<b>Annual Aggregate Limit</b>
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:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Holidays and Special Events .....	00220.40(e)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic .....	00745.51

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

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

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

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

The meeting is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, Marion County’s Consultants, Contractor, Contractor’s quality control representative, subcontractors, and utilities.

Add the following Subsection:

**00180.50(h) Contract Time** – Complete all work to be done under the contract not later than October 11, 2024

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

- Reasonably predictable weather conditions; or

**00180.85(b)**– Replace the last paragraph with the following:

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

## SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

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

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

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

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

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

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

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
  - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
  - Fully integrated with the provided weigh scale system.
  - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
  - Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
  - Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.



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

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

### **SECTION 00195 – PAYMENT**

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

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

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

### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the General Conditions.

### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00196 of the General Conditions

### **FORCE ACCOUNT WORK**

Comply with Section 00197 of the General Conditions.

### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

Comply with Section 00199 of the General Conditions.

## SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00222.40. Keep the signs in place for 30 Calendar Days after completing the modifications.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or as directed by the Engineer.

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

Traffic Lanes may be closed on Elma Ave NE and/or State St when allowed, shown, or directed during the following periods of time:

- May 20<sup>th</sup> through June 15<sup>th</sup> and September 2<sup>nd</sup> through November 13<sup>th</sup> Monday, Tuesday, Thursday, and Friday between 7:30 am and 2:00 pm.; 3:00 pm to 7:00 pm
- Wednesday between 8:30 am and 2:00 pm; 3:00pm to 7:00 pm

From June 15th through September 1<sup>st</sup>:

- Monday through Friday between 7:30 am and 7:00 p.m.

**00220.40(f) Work Hours** – Perform no work activities as follows:

- Daily, Monday through Friday between 7:00 pm to 7:30 am
- Saturday and Sunday, unless approved in writing by the Project Manager.

**00220.40(g) Driveway Requirements:**

(1) Provide residents with a 24-hour notice prior to the start of driveway construction.

(2) As the contractor elects, construct driveways by one of the following methods:

- Construct half of the driveway, and reopen the other half of the driveway not under construction by the end of the work shift.

- Construct driveway with high early strength concrete, aggregate and/or steel plates as necessary to protect the concrete during curing. Reopen driveway at the end of the work shift.

(3) Driveways to multiple residences shall be constructed, by constructing one half of the driveway at a time, so that access is maintained throughout construction.

## **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications 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 detail shown on the Standard Drawings or as modified by the plans. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

**00221.90(b) Temporary Protection and Direction of Traffic** – Remove this subsection.

## **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

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

- At least ten Calendar Days before closing a pedestrian pathway or sidewalk, place a “SIDEWALK CLOSED, Full Time” (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic..
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign 500 feet before the project facing oncoming traffic. Keep the signs in place until completion of the Shoulder or bikeway final surface.

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

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

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

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

#### **SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

Comply with Section 00224 of the Standard Specifications modified as follows:

**00224.46 Pavement Edge Delineation** - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

#### **SECTION 00225 - TEMPORARY PAVEMENT MARKINGS**

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

**00225.42(b) Wearing Course** - Replace the bullet that begins "For left hand solid lines..." with the following bullet:

- For left hand solid lines and skip lines striping, use pavement markers.

**00225.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for work performed under this section.

**00225.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section. Payment will be included in payment according to 00221.98 or 00221.99.

#### **SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING**

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

**00228.13 Temporary Curb Ramps** - Add the following sentence to the end of this subsection:

Furnish truncated dome detectable warning surface for temporary curb ramps from the QPL according to 00759.12.

**00228.43 Temporary Curb Ramps** - Add the following paragraph to the end of this subsection:

Install a minimum 2 foot wide truncated dome detectable warning surface on temporary curb ramps at pedestrian street crossings. Omit truncated dome detectable warning surfaces on temporary curb ramps that are not at a pedestrian street crossing.

**00228.90 Payment** - Add the following paragraph after the paragraph that begins "In item (c), the type...":

Item (c) includes furnishing and installing truncated dome detectable warning surfaces.

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

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

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.15(f)(1) Filter Sock Material** - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 8 inches.

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

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

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.32 Noise Control** - Add the following paragraphs to the end of this subsection:

Review *Marion County Code, Title 8, Chapter 8.45* which describes noise control regulations. Comply with the applicable noise control requirements of the permit for Project Work.

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

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

### **SECTION 00305 – CONSTRUCTION SURVEY WORK**

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

Add the following subsection:

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

## **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.

**00310.91 Lump Sum Basis** – Replace the sentence that begins; "Item (a) includes..." with the following:

Item (a) includes all removal Work done on a lump sum basis, as shown on the plans, including removal of asphalt surfacing; concrete sidewalk; concrete sidewalk ramps; inlets; asphalt pavement or concrete saw cutting and minor earthwork.

## **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.

The estimated quantity of excavation is:

- 175 cubic yards.

**00330.05 Preserving Vegetation** – Add the following subsection:

### **00330.05 Preserve Vegetation**

All sidewalk, asphalt pavement, curb, and other structures being demolished near to trees shall be removed in such a way to preserve the trees. The contractor shall remove material using a method that does not damage tree roots.

Excavation and removal of structures and obstructions shall be limited to the county right-of-way. The contractor shall avoid using equipment in areas where tree roots may be damaged.

**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.

**00330.93 Excavation Basis Payment** – Modify the following pay item:

(d) General Excavation.....Lump Sum

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Slump - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less
  - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

**00440.13 Field-Mixed Concrete** - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

**00440.40(b) Placing** - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

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

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

**00445.00 Scope** – Modify the first sentence:

This Work consists of constructing, reconstructing, or relocating culvert, siphon, sanitary sewer, storm sewer, and irrigation pipes in the kinds, sizes, and lengths and at the locations shown or as directed to the lines and grades established.

**00445.80 Measurement** – Add the following subsections:

(k) **Relocate Sanitary Sewer Service** – The quantities for relocation of sanitary sewer services will be measured on a length basis.

(l) **Cleanout** – The quantities of cleanouts shall be measured on the unit basis.

**00445.91 Payment** – Add the following subsections:

- (m) Relocate Sanitary Sewer Service, 4 Inch.....Foot
- (n) Cleanout, 6 Inch.....Each

**SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

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

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

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

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

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

**00470.90 Payment** – Add the following subsection:

- (l) Area Drainage Basin.....Each



**SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

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

**00490.10 Materials** - Add the following sentence to the end of this subsection:

Furnish manhole covers meeting the requirements of 02450 modified as follows:

Provide manhole covers with an approved non-slip surface having a static coefficient of friction between 0.60 and 1.00 as determined by ASTM Designation C 1028-89. Access lids on inclines greater than 4% shall have a coefficient of friction between 0.80 and 1.00 or approved equal.

**00490.90 Payment** – Add the following subsection:

(j) Extra for Connecting Inlets to Existing Storm Main.....Each

Modify the following pay items:

(a) Minor Adjustment of Manholes, Preparing.....Each

(d) Adjusting Junction Box.....Each

**SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

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

**00640.16 Acceptance of Aggregates** - Replace paragraph with:

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

**SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

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

**00730.11 Emulsified Asphalt** – Delete the last paragraph.

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

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

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

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

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

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

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

**SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications modified as follows:

**00749.91 Payment** – Modify the following pay item:

- (a) Extra for Asphalt Driveway Approaches.....Each

Add the following pay item:

- (j) Asphalt Concrete Speed Cushions, 14' Wide.....Each

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

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

**00759.03 Required Submittals** - Replace this subsection, except for the subsection number and title, with the following:

Material ordered or Work done before the Engineer reviews and returns the documents shall be at the Contractor's risk.

Submit the following:

**(a) ADA Certification for Contractors** - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preplacement conference.

**(b) Curb Ramp Work Plan** - Do not begin any curb ramp Work before the plan for completing the Work has been approved. At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following (also see 00180.41):

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.03(c)
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

**(c) Working Drawings** - At least 10 Calendar Days before the construction of a grouping of one or more curb ramp location(s), not to exceed 32 ramps unless otherwise approved under 00180.41, submit unstamped Working Drawings according to 00150.35. Include field verification of each ramp site, and all dimensions, slopes and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Marked up Supplemental Drawings, if field verified, may be submitted as Working Drawings. Notify the Engineer of any deficiencies or noncompliance with the Standard Drawings or Plans. The Engineer will provide additional or

modified Plans as needed. Do not begin Work at a curb ramp until submittals for that curb ramp have been received, reviewed, and accepted in writing by the Engineer.

After submittal of the unstamped Working Drawings, according to 00150.35 a site visit may be requested by the Contractor or Engineer. The site visit will include a review of any field markings and discuss the submitted unstamped Working Drawings. The Engineer will provide additional or modified information, as needed.

Include the following in the Working Drawings:

- Verification of elevations, slopes, grades and dimensions necessary to demonstrate compliance with the Standard Drawings and Supplemental Drawings,
- Verification of potential utility conflicts or other street furnishings that may require relocation or adjustment.
- Identification of infeasibilities or constructability issues with the Standard Drawings and Supplemental drawings.

**(d) Corrective Action Plan** - Unless otherwise approved, notify the Engineer before performing corrective action. Include TPAR necessary to complete corrective action work.

At least 21 Calendar Days before concrete Structures Work is scheduled to begin, submit a corrective action plan. The corrective action plan shall address procedures to correct deficient Structures through minor corrective action or replacement according to 00759.55(a), and include:

- List of minor corrective actions that will be used to correct deficiencies, according to 00759.50 and 00759.55.
- Procedures for performing corrective action.
- Proposed concrete grinding Equipment and method of grinding.
- Proposed concrete repair Material used for resurfacing ground concrete surfaces according to Section 02015.
- Construction activities, Equipment and staging necessary to complete corrective action Work.

The Engineer will review the corrective action plan(s) and provide a response to the Contractor within 5 Days after receiving the plan. Do not begin concrete Structure Work until the corrective action plan is approved by the Engineer.

Add the following subsections:

**00759.04 Preplacement Conference** - Replace this subsection, except for the subsection number and title, with the following:

Before beginning any curb ramp Work, meet with the Contractor's ODOT ADA Certified supervisory personnel and any quality control personnel if applicable, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement

conferences. If the Contractor's schedule of work identifies multiple groups of curb ramp construction, as allowed by 00180.41, additional preplacement conferences may be required for each ramp group, at a mutually agreed upon time before Work begins.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference

**00759.31 Qualifications** - Add the following sentences to the end of the paragraph:

Provide onsite supervisory personnel that are ODOT ADA Certified during construction of the curb ramps to supervise. Contractor shall submit certification prior to beginning construction.

**00759.46 Concrete** – Replace the subsection with the following:

Construct the Structures between suitable forms that shall be inspected by an Agency approved inspector. Before placing concrete, verify with survey confirmation shots that forms are correctly positioned to produce curb ramps with proper slopes and dimensions to comply with the Standard Drawings and Plans. Place concrete according to Section 00440 subject to this Section.

**00759.50(a) General** - Add the following paragraphs to the end of this subsection:

Install truncated domes as shown. Place according to the manufacturer's recommendation. Install abutting truncated dome panels with no more than 1/4 inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations.

In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by the Standard Drawings and Plans. Repair or remove and replace Structures not meeting the Standard Drawings and Plans at no additional cost to the Agency.

Submit a corrective action plan for each non-compliant Structure after receiving notice of non-compliance from the Engineer. Perform correction of defects according to 00759.55.

**00759.50(c) Driveways, Walks, and Surfacing** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

**00759.50(d) Curb Ramps** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

Add the following subsection:

**00759.55 Correction of Deficient Structures** - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

**(a) Minor Corrective Action** - Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Corrective action exceeding 1 square foot per panel requires removal and replacement according to 00150.25. Perform minor corrective action according to the following:

**(1) Concrete Grinding** - Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).

**(2) ACP Grinding** - Taper grind to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.

**(b) Acceptance of Structures** - Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

**00759.90 Payment** – Modify the following pay item:

(c) Concrete Driveways and Thickened Sidewalk.....Square Foot

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

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

Replace the paragraph that begins "No separate or additional payment will be..." with the following paragraph and bullet list:

No separate or additional payment will be made for:

- curb ramp Working Drawings
- curb ramp plan
- preplacement conference
- concrete form verification

- any necessary repair or removal and replacement of Structures
- providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work
- developing corrective action plans

**SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications modified as follows:

**00860.90 Payment** – Replace the subsection with:

Installation of painted longitudinal markings shall be considered incidental to the work.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00902 - CROSSWALK CLOSURE SUPPORTS**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00902.00 Scope** - This Work consists of constructing crosswalk closure supports and associated signs as shown.

**Materials**

**00902.10 Materials** - Furnish Materials meeting the following requirements:

Commercial Grade Concrete .....	00440
Steel .....	01070.10 and 01070.12
Signs.....	00940

**Construction**

**00902.40 General** - Install crosswalk closure supports and associated signs as shown or directed.

**Measurement**

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis. No separate measurement will be made for signs attached to crosswalk closure supports.

### **Payment**

**00902.90 Payment** - The accepted quantities of Work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

## **SECTION 00930 - METAL SIGN SUPPORTS**

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

**00930.40(d) Bolt Installation** - Delete the sentence beginning "Clean and lubricate fasteners..."

**00930.40(d)(1) Bolt Installation for Slip Bases (Breakaway)** - Replace the paragraph beginning "Remove any dirt and moisture..." with the following paragraph:

Remove any dirt and moisture from the lubricated anchor rods, and recoat the lubricated fasteners with a fresh, second coat of lubricant to the bolt threads and bearing surfaces that turn during installation according to 02560.70 immediately before tightening. Tighten the bolts, in the presence of the Engineer, to the minimum torque or tension shown to seat the bolts in the base plate slots. After all the bolts in the slip base are tightened, loosen each bolt and retighten to the prescribed torque or tension shown in the same order as the initial tightening.

**00930.40(d)(2)(a) Direct Tension Indicator Tightening** - Replace the paragraph beginning "After attaining a snug-tight condition,..." with the following paragraph:

After attaining a snug-tight condition, tighten all fasteners in the connection by progressing systematically from the most rigid part of the connection to the free edges until the direct tension indicator spaces between the protrusions refuse entry of a 0.005 inch feeler gauge in all spaces except one. "Cheater" bars, multiplier wrenches, or impact wrenches are allowed. Provide impact wrenches with enough capacity and supplied air to tighten each bolt in 10 seconds or less. Do not use a slugging wrench or similar method for final tightening.

**00930.40(e)(1) General** - Add the following sentence to the beginning of this subsection:

Notify the Engineer in writing at least 24 hours before starting installation.

**00930.40(e)(2) Direct Tension Indicator Method** – Replace this subsection, except subsection number and title, with the following:

Upon completion of a bolted joint, the Engineer will determine that all bolts have been tightened. A minimum of 10 percent, but not less than two bolts in each joint, will be inspected. The joint will be accepted as properly tightened when one open space allows entry of a 0.005 inch feeler

gauge. If there is more than one space between the direct tension indicator protrusions that allow entry of a 0.005 inch feeler gauge, re-inspect all bolts, retighten bolts in the joint as required, and resubmit the joint for inspection. If no spaces exist between the direct tension indicator protrusions that allow entry of a 0.005 inch feeler gauge, replace bolt assembly, tighten bolts in the joint as required, and resubmit the joint for inspection. For connections with all bolts fully tightened, one bolt at a time may be replaced without providing crane support of the mast arm.

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
<b>Minor Sign Supports</b>	
Perforated Steel Square Tube Anchor Sign Supports	65

## SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

**00940.12 Sign Coatings** - Furnish all new signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

**00940.40 General** - Add the following sentence to the end of the paragraph that begins "Fabricate all components...":

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

**00940.47 Sign Erecting** - Replace the paragraph that begins "When signs are installed on supports..." with the following paragraph:

When signs are installed on supports 10 feet or less from the edge of guardrail, curb, or Shoulder, set them to reflect 0 to 3 degrees away from traffic. When signs are installed on supports more than 10 feet from the edge of guardrail, curb or Shoulder, set them to reflect 0 to 3 degrees toward traffic.

**00940.90 Payment** - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.



## **SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS**

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

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

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

## **SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS**

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

**00962.46(j)(2)(a) Anchor Rods for Signal Supports and Fixed Base Luminaire Supports** - Replace the paragraph that begins "Mark the position of each turned element..." with the following paragraph:

Mark position of each anchor rod and an outside ridge of each first nut above the base plate with a felt tip pen or similar marker to verify subsequent nut rotation. Rotate all first nuts above the base plate past snug tight an additional amount shown in 00962.46(j)(2)(d) in two passes. "Cheater" bars or slugging wrenches are allowed if required for large diameter anchor rods. After final tightening of the first nut above the base plate, tighten the second nut to a snug tight condition for assemblies with two nuts above the base plate.

## **SECTION 00980 - RECTANGULAR RAPID FLASHING BEACONS**

Section 00980, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00980.00 Scope** - In addition to the requirements of 00920, 00930, 00940, 00960, 00990, and 02925, and ODOT/ APWA, install a solar powered Rectangular Rapid Flashing Beacon System for pedestrian crossing, designed to operate 24 hours per day, 7 days per week, with the beacons flashing for a minimum of 500 crossings per day. The system will operate with no loss of load during all months of the year. Submit a solar sizing report that supports the system design to the Engineer.

Each system will consist of two poles to accommodate the flashing beacons, with wireless communication between the poles, so when a pedestrian activates the flashing beacons on one pole, the flashing beacons on the other two poles are also activated.

**00980.001 Acronyms**

## **RRFB** – Rectangular Rapid Flashing Beacon

**00980.02 Equipment List and Drawings** - Furnish equipment listed on current ODOT “Blue” and “Green” sheets, marked as instructed to eliminate the need for catalog cut sheets.

System components shall include, but not be limited to the following:

- Poles, pole bases, foundations, and anchoring hardware.
- Controllers/cabinets.
- Solar system and batteries.
- Wireless communication components/elements.
- Rectangular rapid flashing LED light bars
- Crosswalk signage and mounting hardware.
- Pedestrian push buttons.
- Remote monitoring, managing and communication system components.
- Conduit, conduit fittings and wiring.

### **Materials**

**00980.10 Equipment** - Furnish the following equipment:

**00980.10(a) Pole, Foundation, and Pole Base** - Furnish the following Pelco system or an approved equal:

- Model No. PB-5336 – Aluminum frangible base, 4-inch breakaway with access door and mounting hardware.
- Model No. PB-5325 – Base collar assembly.
- Furnish and install pole caps.
- Construct pole and foundation as on the Drawings.

**00980.10(b) Cabinet and Controller** - The following Carmanah Systems cabinet model SC315-G and controller are preapproved for this project.

The cabinet shall be sized for the appropriate operational components and remote communication equipment.

Furnish an Carmanah Systems cabinet model SC315-G or approved equal that includes the following:

- Model No. NEMA 3R - Aluminum cabinet with screened vents for air flow, tamper and vandal resistant stainless steel hinges, and a hinged door equipped with a lock.
- Furnish a removable control panel to which all control circuit components mount, and necessary rigid mount for a 4-inch ID pole with 4.5 inch outside diameter pole clamps.
- Furnish all necessary hardware for proper mounting.

Furnish an Carmanah Systems controller model SC315-G or approved equal that includes the following:

- Compatible for a solar powered configuration.
- Completely programmable from a windows - based or other Agency approved software.

- Equipped with a modem and GPS receiver/antenna.
- Include standard network service and wireless and/or radio components necessary for remote monitoring and configuration.
- Include an audible messaging option.

The control panel containing the electronics shall include a solar charge controller and wireless communications between units, and be mounted in the cabinet using bolts with wing nuts for quick and easy removal for ease of component replacement. The solar panels, load, and battery shall be fused for short circuit protection and ease of system maintenance.

The controller shall have the capability to adjust the brightness of the flashing beacons as outside lighting levels change between day and night (brighter during the day and less bright at night). Additionally, the controller shall have the capability to flash the rectangular rapid flashing LED light bar at the rapid wig-wag “flickering” flash pattern.

**00980.10(c) Wireless Communications** - Each system shall communicate wirelessly between the two poles that accommodate the flashing beacons. Trenching or boring will be only be permitted for remote pushbutton. The radio transmitter and receiver will use an unlicensed frequency. A countdown timer will be part of the wireless communication system to ensure that the lights will flash for a period that will allow pedestrians to safely cross the street. The amount of time will be determined by the Engineer.

The initiation of the signal for the flashers to commence flashing will be by pedestrian push button. Each time a pedestrian pushes a button, the countdown timers will reset to the preset count down time; thus allowing the beacons to flash for a full cycle for this pedestrian.

**00980.10(d) Solar System and Battery** - Solar panels shall be a total array size of 145W, top-mount, and the battery shall be 12VDC, 110 AH, side-mount, providing a minimum of 15 days of back-up battery power in the absence of sunlight while operating at full brightness.

**00980.10(e) Flashing Beacons** - Furnish directional rectangular rapid flashing beacon LED light bars with smaller secondary lights mounted on each end for pedestrian notification.

**00980.10(f) Crosswalk Signs and Hardware** – Furnish crosswalk signs with mounting hardware as shown on the Drawings.

**00980.10(g) Pedestrian Push Buttons** - Furnish Polara 2 - wire with LED and tone push buttons, or an approved equal.

**00980.10(h) Remote Monitoring, Management and Communication System** - The Rectangular Rapid Flashing Beacon System shall be equipped with all necessary hardware and software components/elements to allow remote control communication, management, and monitoring of the units. Remote communication system shall use standard network cellular telephone service or be radio based. The remote management and control system proposed shall include a modem and GPS receiver/antenna, standard network service, wireless components or radio transmitters and receivers, and software necessary for remote monitoring and configuration.

The remote communication system shall be accessible from a central system or web-enabled computer, and be capable of uploading and implementing equipment preset operating levels, monitor and transmit unit location, status of battery, and solar voltage and amperage, timer configurations, and number of pushbutton activations. The system shall be able to automatically

send text, email or radio alerts to preselected recipients in the event pre-set functioning thresholds fall below set limits. The system shall be capable of organizing data, performing data analysis, and generating comprehensive reports showing usage trends and data, status, and historic operating performing data reports.

The system shall include a five year service and support network usage contract.

**00980.17(i) Conduit, Conduit Fittings and Wiring** – Fabricate or furnish conduit, conduit fittings and wiring according to Sections 00960, 00970, and 00990.

**Labor**

**00980.30 Licensed Electricians** - Furnish licensed electricians according to 00960.30.

**Construction**

**00980.40 Excavation** - Remove and replace sidewalks, paved surfaces, and other materials as necessary. Restore all disturbed areas as shown on the Drawings.

**00980.41 Conduit, Conduit Fittings and Wiring** – Install conduit, conduit fittings and wiring according to Sections 00460, 00960, 00970, and 00990.

**00980.75 Warranty** - Furnish a Manufacturer's Warranty for the Rectangular Rapid Flashing Beacon system components for a Warranty period of one year. The Warranty starts on the date the Engineer accepts the Work and authorizes final payment. The Warranty shall provide for replacement of Equipment as necessary to restore full functionality of all Rectangular Rapid Flashing Beacon system components in the event of failure, at no additional cost to the Agency.

**Measurement**

**00980.80 Measurement** – No measurement of quantities will be made for work performed under this section.

Each system includes a minimum of two poles with the all the required components as outlined in 00980.10(a) through 00980.10(i).

**Payment**

**00980.90 Payment** - The accepted quantities of work performed under this section will be paid for at the contract unit price, per unit of measurement, for the following item:

**Pay Item**

**Unit of Measurement**

(a) Rectangular Rapid Flashing Beacon System Complete ..... LS

Item (a) includes all required Materials called for by the Plans and Specifications.

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

## SECTION 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.

## SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

**02030.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

**02030.10 Fly Ash** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

**02030.15 Natural Pozzolans** - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

**02030.50 Metakaolin** - Replace this subsection with the following:

**02030.50 High Reactivity Pozzolans** - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

## **SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications.

## **SECTION 02560 - FASTENERS**

Comply with Section 02560 of the Standard Specifications modified as follows:

**02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods** - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

## **SECTION 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).