

Contract Review Sheet

PW-5487-23

Public Improvement Agreements #: PW-5487-23 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, May 30, 2023

Title: Construction of SRTS Stayton Middle School - Sidewalks, Ramps, Pedestrian Signal, Signage and Striping

Contractor's Name: Brown Contracting Inc

Term - Date From: May 28, 2023 Expires: September 1, 2024

Original Contract Amount: \$238,069.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$0.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# 1365

Description of Services or Grant Award

Construction of sidewalks, ADA curb ramps, rectangular rapid flashing beacons, signage and striping as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer.

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

Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023


BOC Session Presenter(s) Ryan Crowther


FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y


REQUIRED APPROVALS

DocuSigned by:

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6/2/2023
Finance - Contracts Date

DocuSigned by:

DATEBDDC01E7B47D...
6/8/2023
Contract Specialist Date

DocuSigned by:

D06FC6B0409F480...
6/7/2023
Legal Counsel Date

DocuSigned by:

DC16361248DE4EC...
6/8/2023
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 28, 2023

Department: Public Works Agenda Planning Date: June 15, 2023 Time required: 5

 Audio/Visual aids Powerpoint

Contact: Ryan Crowther Phone: 503-365-3112

Department Head Signature:
 DocuSigned by:
 Brian Melholas
 9793BA7ACD6D443...**TITLE** Approval of Contract PW-5487-23 (ECMS# 2023-204) for construction of the Stayton Middle School Safe Routes to School project.

Issue, Description & Background

Marion County has received a Safe Routes to School (SRTS) grant from the State of Oregon, through the Oregon Department of Transportation (ODOT), to construct upgrades to existing pedestrian facilities on Shaff Road including approximately 300-feet of sidewalk infill on the south side of Shaff Road; ADA compliant curb ramps at the Gardner Ave. intersection; Rectangular Rapid Flashing Beacons; signage and surface markings. These improvements will complete the pedestrian facilities along Shaff Road and provide a much safer pedestrian route for students attending Stayton Middle School.

On May 4, 2023, bids were received and opened for this project with responsive bids being received from Brown Contracting, Inc. (\$238,069.00), D&D Concrete and Utilities, Inc. (\$284,650.00) and Bratton Construction, LLC (\$361,439.80).

A contract in the amount of \$238,069.00 is being executed with Brown Contracting, Inc. as the lowest responsible bidder.

The bid award was approved on May 16, 2023, and became official at 5:00 pm, May 23, 2023, 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 \$238,069.00 which includes an estimated \$190,455.20 in State Funds and \$47,613.80 in County Funds.**Impacts to Department & External Agencies** This contract will not impact any other Marion County departments or external agencies.**Options for Consideration:** 1. Approve and sign Contract #PW-5487-23 for \$238,069.00 with Brown Contracting, Inc. 2. Take no action at this time.**Recommendation:** The Public Works Department recommends that the Board choose option 1, and approve the Contract for \$238,069.00 with Brown Contracting, Inc.**List of attachments:** 1. Construction Contract #PW-5487-23 2. Contract Review Sheet 3. Approved Solicitation Award Transmittal**Presenter:** Ryan Crowther



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

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

Copies to:

Nike Neuvenheim, Public Works, nneuvenheim@co.marion.or.us

CONSTRUCTION CONTRACT PW-5487-23

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Brown Contracting, Inc., hereinafter called the "Contractor" for the Project entitled: Construction of SRTS Stayton Middle School - Sidewalks, Ramps, Pedestrian Signal, Signage and Striping.

WITNESSETH

Contractor, in consideration of the sum of \$ 238,069.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County.

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

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County, State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation and their officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County and ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or ODOT, 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, ODOT or any agency of the State of Oregon nor purport to act as legal

representative of Marion County, the State of Oregon or any of its agencies, without the prior written consent of the County's Legal Counsel and Oregon Attorney General. The County or State may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County or State, or the Contractor is not adequately defending the County's or State's interests, or that an important governmental principle is at issue or that it is in the best interests of the County or State to do so. The County and State reserves all rights to pursue claims it may have against Contractor if the County or State of Oregon elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.
6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- a. Compliance with Regulations.

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

- b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and

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

13. Governing Law and Venue.

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


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

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

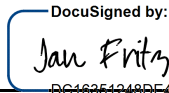
Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  6/5/2023

Department Director or designee Date

Authorized Signature:  6/8/2023

Chief Administrative Officer Date

DocuSigned by:
Jane E Vetto
Reviewed by Signature: _____ 6/7/2023
D0CF65B0489F482
Marion County Legal Counsel Date

DocuSigned by:
Jeff D White
Reviewed by Signature: _____ 6/5/2023
D1ECCAACCDB14CB
Marion County Contracts & Procurement Date

BROWN CONTRACTING, INC. SIGNATURE:

Company: _____

Authorized Signature: _____
Date

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
SRTS STAYTON MIDDLE SCHOOL

Sidewalks, Ramps, Pedestrian Signal, Signage and Striping

MARION COUNTY, OREGON

Bid Publication Date: April 13, 2023

Bid Opening: May 3, 2023

MARION COUNTY BID #: PW1365-23

OREGONBUYS BID SOLICITATION #: S-C25102-00006496

ECMS NO. 2023-204
ACCOUNTING PROJECT NO. 105469

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner


Brian Nicholas, Director of Public Works

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

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

MARION COUNTY, OREGON
SPECIAL PROVISIONS
FOR
SRTS STAYTON MIDDLE SCHOOL


PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 86006PE Digitally Signed 2022.10.20 14:07:29-07'00' OREGON NOV. 8, 2016 MATTHEW D STEIGLEDER EXPIRES: JUNE 30, 2024</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, 00310, 00330, 00440, 00445, 00470, 00490, 00641, 00730, 00740, 00749, 00759, 01040, 01050, 02001, 02030, 02050, and 02415</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

MARION COUNTY, OREGON
SPECIAL PROVISIONS
FOR
SRTS STAYTON MIDDLE SCHOOL

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>Registered Professional Engineer 54853 Digitally Signed 2022.10.20 14:13:55-07'00' OREGON JULY 9, 2001 TODD E. MOBLEY EXPIRES 12/31/2022</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, 00867, 00902, 00930, 00940, 00960, 00962, 00980, 00990, 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 sidewalks, ADA curb ramps, rectangular rapid flashing beacons, signage and striping as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$250,000 to \$350,000.

1.2 Requests for Clarification or Changes

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

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provision 00120.45(b) by 2:00 p.m. on May 3, 2023 (Bid Closing). Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at <https://contracts.co.marion.or.us/gateway/>.

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

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/bs/> under the solicitation number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than September 1, 2023.

1.5 Project Information

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

Nike Neuenheim

503-365-3100

nneuenheim@co.marion.or.us

1.6 Bid Guarantee

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 per 00120.40(e).

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

1.7 Applicable Specifications

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

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

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

1.8 Time Limit of Unsettled Disputes

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

1.9 Contract Expiration Date

Contract 2023-204 expires on September 1, 2024.

1.10 Prevailing Wage Rate Requirements

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

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

1.11 Funding

This project is state and locally funded.

1.12 Mandatory Submission Forms

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

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

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

- First-Tier Subcontractor Disclosure Form

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

1.13 Bid Evaluation

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

BID SCHEDULE
Marion County Public Works
SRTS Stayton Middle School
Marion County Bid Solicitation #: PW1365-23
ECMS #: 2023-204

NUMBER 1

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$23,800.00	\$23,800.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$3,000.00	\$3,000.00
225.182	PEDESTRIAN CHANNELIZING DEVICE	400.00	Foot	\$13.00	\$5,200.00
225.474	TEMPORARY CURB RAMPS	1.00	Each	\$2,500.00	\$2,500.00
225.490	FLAGGERS	450.00	Hour	\$20.00	\$9,000.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$1,000.00	\$1,000.00
280.195	INLET PROTECTION, TYPE 7	7.00	Each	\$115.00	\$805.00
310.500	REMOVAL OF INLETS, CATCH BASINS, CLEANOUTS (JUNCTION BOXES	1.00	Each	\$1,100.00	\$1,100.00
310.600	REMOVAL OF FENCES	10.00	Foot	\$1.00	\$10.00
310.761	REMOVAL OF EXISTING SIGNS	1.00	Lump Sum	\$1,000.00	\$1,000.00
313.850	SAW CUT PAVEMENT	170.00	Foot	\$6.00	\$1,020.00
330.150	GENERAL EXCAVATION	1.00	Lump Sum	\$22,782.00	\$22,782.00
445.704	CONNECT EXISTING PIPE TO NEW MANHOLE	2.00	Each	\$4,000.00	\$8,000.00
470.092	CONCRETE MANHOLES WITH INLET	1.00	Each	\$18,000.00	\$18,000.00
490.050	MINOR ADJUSTMENT OF MANHOLES, PREPAVING	2.00	Each	\$1,500.00	\$3,000.00
490.500	FILLING ABANDONED STRUCTURES	1.00	Each	\$1,500.00	\$1,500.00
641.100	1"-0 AGGREGATE BASE	89.00	Ton	\$98.00	\$8,722.00
740.100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	12.00	Ton	\$425.00	\$5,100.00
749.350	EXTRA FOR ASPHALT WALKS	60.00	Square Foot	\$22.00	\$1,320.00
759.100	CONCRETE CURBS, CURB AND GUTTER	112.00	Foot	\$88.00	\$9,856.00
759.120	CONCRETE CURBS, STANDARD	58.00	Foot	\$80.00	\$4,640.00

759.250	CONCRETE WALKS	2,620.00	Square Foot	\$15.00	\$39,300.00
759.400	CONCRETE SIDEWALK RAMPS	1.00	Each	\$2,200.00	\$2,200.00
759.401	RETROFIT CONCRETE SIDEWALK RAMPS	4.00	Each	\$1.00	\$4.00
759.430	TRUNCATED DOMES ON NEW SURFACES	3.00	Each	\$800.00	\$2,400.00
851.100	PAVEMENT LINE REMOVAL	80.00	Foot	\$20.00	\$1,600.00
851.150	PAVEMENT BAR REMOVAL	144.00	Square Foot	\$20.00	\$2,880.00
867.302	PAVEMENT BAR, TYPE B-HS	270.00	Square Foot	\$25.00	\$6,750.00
930.200	SQUARE TUBE SIGN SUPPORTS	1.00	Lump Sum	\$1,500.00	\$1,500.00
930.300	CROSSWALK CLOSURE SUPPORT	2.00	Each	\$1,200.00	\$2,400.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	28.00	Square Foot	\$30.00	\$840.00

980.090	RECTANGULAR RAPID FLASHING BEACON SYSTEM COMPLETE	1.00	Lump Sum	\$43,000.00	\$43,000.00
1040.192	BARK MULCH	1.00	Lump Sum	\$800.00	\$800.00
1050.700	REMOVING AND REBUILDING FENCE	8.00	Foot	\$380.00	\$3,040.00

ECMS 2023-204- TOTAL EXTENSION \$238,069.00

BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 30 million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 18 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.

Experience / References

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

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

Contract #1

Location (city/state)	Tigard, OR
Owners Name	City of Tigard
Type of Work	ADA Ramps
% Completed	100%
Estimated Completion Date	Fall 2021

Contract #2

Location (city/state)	Salem, OR
Owners Name	City of Salem
Type of Work	Sidewalks + Ramps
% Completed	100%
Estimated Completion Date	July 2022

Contract #3

Location (city/state)	Beaverton, OR
Owners Name	City of Beaverton
Type of Work	ADA Ramps
% Completed	100%
Estimated Completion Date	6/30/2021

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

#1 Project Owner Reference

Reference Name	Brant Holladay
Business or Employer	City of Beaverton
Telephone	503-686-1731
Project Name/\$ Amount	Beaverton ADA Ramps, \$3,113,049

#2 Project Owner Reference

Reference Name	Peter Brown
Business or Employer	City of Medford
Telephone	541-774-2617
Project Name/\$ Amount	ADA Ramp Construction, \$880,000

#1 Subcontractor Reference

Reference Name	Arcon Cluff
Business or Employer	Arcon Electric
Telephone	541-330-9545
Project Name/\$ Amount	Union Street \$83,011

#2 Subcontractor Reference

Reference Name	Curt Basisto
Business or Employer	Curt's Concrete Cutting
Telephone	541-746-1678
Project Name/\$ Amount	Jefferson St. \$57,530

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

Company: Brown Contracting
(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 3 day of May, 2023.

Construction Contractor's Board Registration Number
114260

Brown Contracting
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 _____

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 Marion County hereinafter called the County, 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 SRTS STAYTON MIDDLE SCHOOL, PROJECT #PW1365-23 said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 28th day of APRIL, 2023.

BROWN CONTRACTING, INC.
Principal
By: 

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety
By: 
Attorney-in-Fact MICHELLE BENCH



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

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



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

POWER OF ATTORNEY

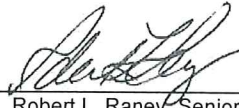
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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

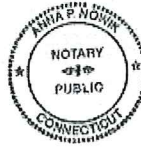
City of Hartford ss.

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, 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 28th day of April, 2023




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.**

Bond No. 107812034

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

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 MARION COUNTY), the amount of TWO HUNDRED THIRTY EIGHT THOUSAND SIXTY NINE N0/100 Dollars (\$238,069.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated MAY 25, 2023, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: SRTS STAYTON MIDDLE SCHOOL, PROJECT #PW1365-23

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for SRTS STAYTON MIDDLE SCHOOL, PROJECT #PW1365-23 are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25 day of MAY, 2023.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By: Michelle Bench

Title: MICHELLE BENCH, 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 and ODOT, as dual OBLIGEE, in the sum of TWO HUNDRED THIRTY EIGHT THOUSAND SIXTY NINE N0/100 Dollars (\$238,069.00) 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 May 25, 2023, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: SRTS STAYTON MIDDLE SCHOOL, PROJECT #PW1365-23.

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 25 day of May, 2023.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

BROWN CONTRACTING, INC.
CONTRACTOR

By: Michelle Bench

By: [Signature]

Title: MICHELLE BENCH, ATTORNEY-IN-FACT

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 **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

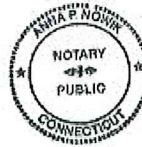
City of Hartford ss.

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, 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 25 day of MAY, 2023




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

Name/Title Sean Emrick, V.P.

Address PO Box 26439 Eugene OR 97402

Signature 

Date 5/3/23

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in 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 SRTS Stayton Middle School" (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 Stayton Middle School
ECMS Contract # 2023-204
Bid Opening Date 5/4/23
Name of Bidding Contractor Brown Contracting

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	Dollar Amount
<u>none</u>	
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

SPECIAL PROVISIONS

PART 00100 - GENERAL CONDITIONS

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

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

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

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

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

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 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 Agency’s Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>.

Replace the last paragraph with the following:

Notice of Intent to 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 Award.

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

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

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

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

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions

SECTION 00150 - CONTROL OF WORK

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

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

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

Add the following to the end of the bullet list:

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

Add the following subsection:

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

Table 00150-1

Utility	Contact Person's Name, Email, Phone Number
NW Natural	Andrew Schurter AndrewSchurter@nwnatural.com 503-610-7759
Pacific Power	Kristi Wheeler Kristi.Wheeler@pacificorp.com 541-967-6195
Stayton Cooperative Telephone Company	John Eckis johneckis@sctcweb.com 541-769-3754
Astound Broadband (formerly Wave Broadband)	Derek Anderson oregonconstruction@astound.com

NW Natural - Gas Utilities -

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

- Northwest Natural Gas 1-800-882-3377

Pacific Power - Power Suppliers -

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.

Stayton Cooperative Telephone Company (SCTC) and Wave Broadband - Telecommunication Utilities –

The Contractor shall obtain written approval from Telecommunication Utilities that have fiber optic communication cable facilities, for excavating within 10 feet of a buried fiber optic communications cable. Telecommunication Utilities may require an on-site safety watcher at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval 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.

00170.02 Permits, Licenses, and Taxes – Add the following bullet:

- Obtain a City of Stayton work in Right-of-Way permit

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

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

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
Opening Sections to Traffic.....	00744.51

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.

Add the following subsection:

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than September 1, 2023.

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

- Reasonably predictable weather conditions; or

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

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

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

00190.20(f)(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 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

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

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

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

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

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

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

00222.40(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.

The estimated quantity of temporary signs is 200 Square Feet.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

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

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

00223.80 Measurement – Replace this subsection, except for the subsection number and title, with the following:

(b) Time basis – the following will be measured on a time basis:

- (1) Flaggers** – Flaggers will be measured on the time basis, of the actual number of hours flagging stations are staffed.

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

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

SECTION 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.

00224.80 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.

00224.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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

SECTION 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.

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

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

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications modified as follows:

00226.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

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

SECTION 00227 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION

Comply with Section 00227 of the Standard Specifications modified as follows:

00227.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

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

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

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

00228.00 Scope - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, operating, maintaining, inspecting, and removing temporary devices for accommodating pedestrians and bicyclists through a work zone.

00228.13 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.

00228.80(a) Length Basis - Replace this subsection, except subsection number and title, with the following:

Pedestrian channelizing devices and bicycle channelizing devices will be measured on the length basis upon delivery to the Project. The quantities will be limited to those in the approved TCP.

00228.80(b) Unit Basis - Replace this subsection, except for the subsection number and title, with the following:

Temporary curb ramps will be measured on the unit basis, at each location where a temporary curb ramp is constructed or placed.

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.

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

Item	Quantity
Inlet Protection, Type 7	1

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment - In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

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 and Stayton Municipal Code, Title 8, Chapter 8.04*, which describe noise control regulations. Comply with the applicable noise control requirements contained therein.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

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

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

SECTION 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 73 cubic yards.

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.

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

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

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, curb 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.

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 steel 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.

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 meeting EJCO 2626 standards or approved equal.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(e) Warning Signs - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

00620.20 Equipment – Add the following to the bullet to the end of this section:

- Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

00620.90 Payment – Delete this subsection, no separate or additional payment will be made for work completed under this section.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either 1"-0 or ¾"-0 size.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

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:

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

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.03(b) Curb Ramp Plan - Replace the bullet that begins "Compliance with Working Drawings and details..." with the following bullet:

- Comply with Working Drawings and details submitted under 00759.03(a)

Add the following subsection:

00759.03(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 sentence to the end of the paragraph:

Provide onsite supervisory personnel that are ODOT ADA Certified during construction of the curb ramps.

00759.46 Concrete - Replace this subsection, except for the subsection number and title, with the following:

Construct the Structures between suitable forms or by the extrusion method. Place concrete according to the Plans, Section 00440, and 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. Limit minor corrective action to one area per panel. 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 - 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. Item (k) also includes saw cutting and removal. 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 curb ramps
- 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.

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:

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	
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 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.

Add the following subsection:

00960.42(f) Conduit on Structures - Install conduit according to 00583.40.

00960.46 Service Cabinet and Electrical Energy - Replace this subsection, except for the subsection number and title, with the following:

Install service cabinet and associated equipment, then arrange for Pacific Power to have the service cabinet inspected and make the electrical hook-up prior to field testing. Field test according to 00990.70(g) for traffic signals, or according to 00970.70 for illumination.

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 Electrotechnics Corporation cabinet and controller are preapproved for this project.

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

Furnish an Electrotechnics Corporation (ELTEC) cabinet 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 Electrotechnics Corporation (ELTEC) controller 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.

00980.14(e) Flashing Beacons - Furnish directional rectangular rapid flashing beacon LED light bars with smaller secondary lights mounted on each end for pedestrian notification.

00980.15(f) Crosswalk Signs and Hardware – Furnish crosswalk signs with mounting hardware as shown on the Drawings.

00980.16(g) Pedestrian Push Buttons - Furnish Polara 2 - wire with LED and tone push buttons, or an approved equal.

00980.17(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 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

Add the following subsection:

00990.10 Materials - Furnish Materials meeting the following requirements:

Crosswalk Closure Support.....	00902.10
Backer Rod	02440.14

Furnish the following Materials from the QPL:

- Hot-Melt Loop Sealant

00990.90 Payment - Delete Pay Item (c) from the pay item list.

Delete the paragraph that begins “Item (c) includes furnishing and installing...”

Replace the paragraph that begins “In Items (a), (b), (c), (d), (f) ...” with the following paragraph:

In Items (a), (b), (d), (f) and (g), the intersection location will be inserted in the blank.

Replace the paragraph that begins "Item (b) includes furnishing and replacing..." with the following paragraph:

Item (b) includes furnishing and replacing or installing items for an existing traffic signal installation and the detection system.

Replace the paragraph that begins "Mast arm pole and strain pole foundations ..." with the following paragraph:

Drilled shaft foundations for traffic signal 15 foot through 55 foot mast arm supports will be paid for according to 00963.90. Drilled shaft foundations for traffic signal 60 foot through 75 foot mast arm supports will be paid for according to 00921.90.

In the paragraph that begins "No separate or additional payment will be...", add the following bullet to the bullet list:

- Conduit installed according to 00960.42(f)

Crosswalk closure supports will be paid for according to 00902.90.

SECTION 01040 – PLANTING

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

1040.90 Payment – Delete this subsection, and add the following sentence.

(a) Mulch Payment shall be made on a lump sum basis. The estimated quantity of bark mulch is 5 Cubic Yards.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions:

Add the following definition:

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

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

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

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

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

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

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

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

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

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

- ¹ For drilled shaft concrete test the slump retention by subsequent tests at half-hour intervals for the duration of the estimated drilled shaft placement, including temporary casing extraction. Report in table or graphical format.
- ² Use AASHTO T 196 for lightweight concrete.
- ³ Cast cylinders in single use plastic molds.
- ⁴ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

02001.15(c)(12) Documentation of Average Compressive Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

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 modified as follows:

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

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

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe - Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittings.....ASTM F2764

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).