

Contract Review Sheet

Public Improvement Agreements

PW-7036-26 - Am1

Title: North Fork Improvements Project

Contractor's Name: North Santiam Paving Co.

Department: Public Works Department

Contact: Traci Clarke

Analyst: Kathleen George

Phone #: 503-365-3100

Term - Date From: April 6, 2026

Expires: March 31, 2027

Original Contract Amount: \$ 560,233.00

Previous Amendments Amount: \$ -

Current Amendment: \$ 153,914.74

New Contract Total: \$ 714,147.74

Amd% 27%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement

ITB# PW1719-25

Description of Services or Grant Award

Construction of North Fork Road Improvements Project (K23484) to include Landscaping, Electrical, Asphalt Paving, or Temporary Traffic Control.

Amendment No. 1 to the construction contract will improve the project by: Adding a 2-inch asphalt overlay, Installing flush curbs on both sides of the loop road to better define and differentiate it from North Fork Road. Applying heavy stone texture to all concrete surfaces to visually unify the site with the architectural character of the recreation facilities. Increasing the size of landscape plantings. This Amendment for \$153,914.74 would be \$138,107.70 funded through Congressionally Directed Spending and the County Road Fund providing an \$15,807.04 match.

Desired BOC Session Date: 8/26/2026

Contract should be in DocuSign by: 8/5/2026

Agenda Planning Date: 8/13/2026

Printed packets due in Finance: 8/11/2026

Management Update: 7/21/2026

BOC upload / Board Session email: 8/12/2026

BOC Session Presenter(s) Ryan Crowther

Code: Y

REQUIRED APPROVALS


Finance - Contracts 08/05/2026
Date


Contract Specialist 08/05/2026
Date


Legal Counsel 08/05/2026
Date


Chief Administrative Officer 08/05/2026
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/26/26

Department: Public Works

Title: North Fork Improvements Construction Contract Amendment

Management Update/Work Session Date: 7/21/2026 Audio/Visual aids ☐

Time Required: 10 min Contact: Jill Ogden Phone: 503-365-3152

Requested Action:

Approve Construction Amendment 1 to Contract PW-7036-26 with North Santiam Paving for the for structural and aesthetic improvements to the North Fork Gateway.

**Issue, Description
& Background:**

The aesthetic elements of the North Fork Improvements Project were reduced during the planning phase due to high estimated construction costs. However, the bid came in below budget, allowing the County to pursue additional structural and aesthetic enhancements to the project. Amendment No. 1 to the construction contract will improve the project by: 1) Adding a 2-inch asphalt overlay, in creasing the total pavement thickness to 6 inches. 2) Installing flush curbs on both sides of the loop road to better define and differentiate it from North Fork Road. 3) Applying integral color and a heavy stone texture to all concrete surfaces to visually unify the site with the architectural character of the recreation facilities. 4) Increasing the size of landscape plantings and adding additional plant species to enhance the site's appearance.

Financial Impacts:

This Amendment for \$153,914.74 would be \$138,107.70 Federally Funded and County Match providing \$15,807.04.

**Impacts to Department
& External Agencies:**

No other departments will be affected.

List of attachments:

Contract Change Order 1 PW-7036-26 Amdt. 1

Presenter:

Ryan Crowther, Capital Projects Supervisor

**Department Head
Signature:**

BNicholas

Digitally signed by BNicholas
Date: 2026.07.14 15:04:06 -07'00'



**AMENDMENT 1 to PW-7036-26
the CONSTRUCTION CONTRACT
between**

MARION COUNTY and NORTH SANTIAM PAVING CO.

This is Amendment No. 1 to the Construction Contract (as amended from time to time, the "Contract"), dated April 06, 2026, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and North Santiam Paving Co., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~): Change order 2026-401-01 attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, first sentence: "Contractor, in consideration of the sum of ~~\$560,233.00~~
\$714,147.74 to be paid to the Contractor by the County..."

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature: <u><i>Brian Nicholas</i></u> Brian Nicholas (Aug 5, 2026 12:08:05 PDT)	08/05/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Aug 5, 2026 13:05:08 PDT)	08/05/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Andrew Wittendorf</i></u>	08/05/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Julia Greig</i></u>	08/05/2026
Marion County Contracts & Procurement	Date

NORTH SANTIAM PAVING CO. SIGNATURE

Authorized Signature: _____	Date
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Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: NORTH FORK IMPROVEMENTS (GATEWAY)

CONTRACT NO: 2026-401

CHANGE ORDER NO: 1
PW-7036-26

CONTRACTOR NAME: North Santiam Paving Co.

ADDRESS:

**41203 Kingston-Lyons Drive Southeast
Stayton OR 97383**

BILLING ADDRESS:

**PO Box 516
Stayton OR 97383**

Reason for Change Order: Structural & Aesthetic Improvements

The purpose of this change order is to implement structural and aesthetic improvements to the Project.

1) Increase the loop road asphalt structure by adding an additional 2" ACP course for a total of 6" of asphalt from North Fork Road at the west end 73+02.37 to the North Fork Road tie in at 80+02.65 for an additional estimated 110 tons. Hand work will be required for all three ACP lifts adjacent the 1265' of flush concrete curb as described in 2) below.

Add bid item 0744-0999, ACP Hand Work, 1 Lump Sum \$22,484.00

2) Install 1265' of 12" wide flush concrete curb adjacent the loop road per the attached exhibits NFR_Exhibit with Limits of Flush Curb, NFR_Contract Scope_Estimate modified Sheet 2A1. This curb will be color tinted and texture stamped to match other concrete elements of the project as described in 3) below. Compensation includes all materials, labor, and equipment required to complete the work.

Add bid item 9999-0651, 12" Flush Concrete Curb , 1 Lump Sum at \$75,940.20.

3) Add split stone textured form board liners to the vertical edge of the raised traffic island curb. Mix color tint into the concrete while the concrete is in the truck and stamp all concrete surfaces; flush curb, traffic island, kiosk and fee station foundations with heavy stone texture.

Concrete color will be Davis Colors – Light Gray or approved equal.

Concrete texture will be Sika Heavy Rough Stone Texture for horizontal stamped surfaces and Sika Cut Stone for vertical form board liner or approved equal.

Contractor will form and pour a 3.5' x 8' test panel for inspection and approval before placing concrete onsite.

No sealer will be applied.

Add bid item, 9999-0652, Concrete Tint and Texture, 1 Lump Sum, \$13,042.02

4) Increase the size of plantings and add additional shrubs. Extend the project completion date for planting bid items only until November 30, 2026.

Delete 40 EA, 1040-0110, Conifer Trees, 2FT Height, \$1,400.00

Delete 20 EA, 1040-0148, Deciduous Trees, #2 Container \$700.00

Add bid item 9999-0653 Landscape Upsize, 1 Lump Sum, \$22,323.38 as defined below and in attached Landscaping Sheet Modified (modified plan sheet LA). Shrub locations will be as directed by the Engineer.

Add 40 EA, Conifer Trees, 6FT Height, as listed below

- *Pinus ponderosa var. bethamniana*, 20 EA**
- *Pseudotsuga menziesii*, 20 EA**

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Add 20 EA, Deciduous Trees, *Alnus rubra*, #5 Container

Add 400 Shrubs, #1 Container, as listed below

- *Mahonia aquifolium* - Tall Oregon Grape - 90 EACH,
- *Mahonia nervosa* - Dull Oregon Grape - 100 EACH,
- *Symphoricarpus albus* - Snowberry - 100 EACH,
- *Ceanothus velutinus* - Snowbrush - 100 EACH,
- *Lonicera ciliosa* - Orange Honeysuckle - 10 EACH.

In support of the preceding change order work add the bid items below:

- 5) Add bid item, 9999-0654, Additional Mobilization, 1 Lump Sum, \$14,830.68
- 6) Add bid item, 9999-0655, Additional Traffic Control, 1 Lump Sum, \$1,041.29
- 7) Add bid item, 9999-0656, Additional Construction Survey, 1 Lump Sum, \$4,648.70

8) A drainage culvert will be installed per plan across North Fork Road. To avoid conflicts with heavy truck traffic from Marion County's nearby slide repair project, North Santiam Paving will install it on a Saturday. Marion County agrees to pay added overtime costs of \$ 1,704.47.

Add bid item, 9999-0657, Project Conflict Overtime, 1 Lump Sum, \$1,704.47

Contract Document Revisions (Plans/Specs):

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2026-401-001	0744-0999	ACP HAND WORK	1	LS	\$22,484.00	\$22,484.00	21
2026-401-001	1040-0110	CONIFER TREES, 2 FT HEIGHT	-40	EACH	\$35.00	(\$1,400.00)	21
2026-401-001	1040-0148	DECIDUOUS TREES, #2 CONTAINER	-20	EACH	\$35.00	(\$700.00)	21
2026-401-001	9999-0651	12" FLUSH CONCRETE CURB	1	LS	\$75,940.20	\$75,940.20	21
2026-401-001	9999-0652	CONCRETE TINT AND TEXTURE	1	LS	\$13,042.02	\$13,042.02	21
2026-401-001	9999-0653	LANDSCAPE UPSIZE	1	LS	\$22,323.38	\$22,323.38	21
2026-401-001	9999-0654	ADDITIONAL MOBILIZATION	1	LS	\$14,830.68	\$14,830.68	21

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

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2026-401-001	9999-0655	ADDITIONAL TRAFFIC CONTROL	1	LS	\$1,041.29	\$1,041.29	21
2026-401-001	9999-0656	ADDITIONAL CONSTRUCTION SURVEY	1	LS	\$4,648.70	\$4,648.70	21
2026-401-001	9999-0657	PROJECT CONFLICT OVERTIME	1	LS	\$1,704.47	\$1,704.47	21

Estimated Net Cost Effect of the Agreement on the Contract:

\$153,914.74

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
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Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0]

Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

[3#first_last#4]

Marion County Project Manager
Date: [2#obtained#3]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6]

Date: [4#obtained#7]

Marion County Engineer

CONSTRUCTION CONTRACT PW-7036-26

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "Agency" and, North Santiam Paving Co. hereinafter called the "Contractor" for the Project entitled: North Santiam Improvement Project.

WITNESSETH

Contractor, in consideration of the sum of \$560,233.00, to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

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

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

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

effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

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

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Agency or the Oregon Department of Transportation to be pertinent to

ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Agency or the Oregon Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: _____
Department Director or designee _____ Date _____

Authorized Signature: _____
Chief Administrative Officer _____ Date _____

Reviewed by Signature: _____
Marion County Legal Counsel _____ Date _____

Reviewed by Signature: _____
Marion County Contracts & Procurement _____ Date _____

NORTH SANTIAM PAVING CO. SIGNATURE

Authorized Signature: _____
Date _____

Title: _____

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
NORTH FORK ROAD IMPROVEMENTS PROJECT (MARION COUNTY)
Landscaping, Electrical, Asphalt Paving, and Temporary Traffic Control

MARION COUNTY, OREGON

Bid Opening February 11, 2026

MARION COUNTY BID #: PW1719-25

OREGONBUYS BID SOLICITATION #: S-C25102-00014532

ONEOFFICE NO. 2026-401
ACCOUNTING PROJECT NO. 106033

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works

Seal w/signature (Cameron Grile)



EXPIRES: 06/30/2027

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

Sections 00960, 00962, 00970, 00985, 02510, 02560

Seal w/signature (Dan Iliyn)



EXPIRES 6-30-27

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

Sections 00305, 00310, 00320, 00330, 00570, 00620, 00641, 00730, 00744, 00749, 00759, 00815, 01050, 01095, 02130, 02210, 02630

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Seal w/signature (Brookley Henri) 	I certify the Special Provision Sections listed below are applicable to the design for the subject project for Erosion Control Items. Modified Special Provisions were prepared by me or under my supervision. Section 00280
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Seal w/signature (Hao Vo) 	I certify the Special Provision Sections listed below are applicable to the design for the subject project for Water & Drainage Items. Modified Special Provisions were prepared by me or under my supervision. Sections 00350, 00390, 00445, 00460, 00470, 01012, 02050, 02320, 02415
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Seal w/signature (Scott McCanna) 	I certify the Special Provision Sections listed below are applicable to the design for the subject project for Temporary Traffic Control Items. Modified Special Provisions were prepared by me or under my supervision. Sections 00220, 00221, 00222, 00223, 00224, 00855, 00867, 00905, 00910, 00920, 00930, 00940
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Seal w/signature (Skyler Flood) 	I certify the Special Provision Sections listed below are applicable to the design for the subject project for Landscaping Items. Modified Special Provisions were prepared by me or under my supervision. Sections 01030, 01040
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Electronic copies of this Invitation to Bid and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the following website:

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

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INTRODUCTION

1.1 Description of Work

Construction of Electrical, Asphalt Paving, Earthwork and Drainage on North Fork Road Improvements project (Marion County), as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$750,000 to \$1,000,000.

1.2 Requests for Clarification or Changes

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

1.3 Time, Place and Methods of Receiving Bids

Submit Bids electronically as specified in 00120.45 by 2:00 p.m. on February 11, 2026 (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-marioncountygcc.msapproxy.net/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.

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, Bids for the work described above will be opened and read virtually by the Single Point of Contact February 11, 2026 at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link [ITB-North Fork Road Improvements](#).

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol> under the solicitation number listed above.

1.4 Revision or Withdrawal of Bids

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

1.5 Time for Completion of Work

Refer to Special Provision 00180.50(h),

1.6 Class of Project

This is a Federal-aid Project.

1.7 Class of Work

The Class of Work for this Project is either:

- Earthwork and Drainage
- Asphalt Paving

- Electrical

1.8 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:

Janet Wilson, Contracts Specialist, Sr., PWContracts@co.marion.or.us, 503-566-4139

1.9 Bid Surety

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

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

1.10 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:
https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at:
<https://www.co.marion.or.us/PW/Engineering/Documents/2024 MCPW General Conditions.pdf>.

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

1.11 Prevailing Wage Rate Requirements

This Project is subject to both the applicable Oregon prevailing wage rate law (BOLI) and the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), and any amendments in effect at the time of solicitation. Not less than the higher of the applicable federal or existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

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

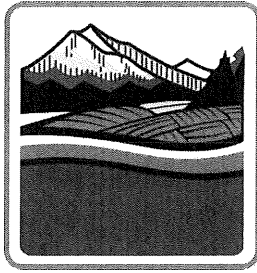
to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.13 Rejection of Bids

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

1.14 Bid Evaluation

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



Marion County
OREGON

**ADDENDUM #1
TO THE
INVITATION TO BID
PW1719-25 - ITB - NORTH FORK IMPROVEMENTS PROJECT
ISSUED ON 1/21/2026 9:00:00 AM**

The following information in this addendum, hereby become part of the Invitation To Bid. It is essential that all prospective Offerors note the content of this Addendum.

A. Question and Answers:

1. Question #1

Should the 30-year pavement section be assumed everywhere for the decel lane, or are nates allowed?

a. Answer #1

Paving section depths are shown by station on Sheet 2A.

2. Question #2

Will existing pavement thickness matching be required at any tie-ins beyond what's shown?

a. Answer #2

Existing pavement thickness match will be required for the culvert trench shown on Sheet 2A, Section 2. See Sheet 1A3 for the list of ODOT Standard Drawings. RD300 refers to RD302, Construction Note 4.

3. Question #3

Are asphalt quantities in the bid schedule design quantities or pay quantities?

a. Answer #3

See the 2024 Marion County General Conditions, 00120.20 Interpretation of Quantities in Bid Schedule.

4. Question #4

Is traffic control assumed full-time during paving only, or for entire construction duration?

a. Answer #4

Traffic control will be used as needed. It is anticipated that flagging will be needed for culvert installation and paving, Loop Road tie "ins" to North Fork Road, and paving. It is assumed that traffic control will not be needed for most of the Loop Road work which can remain closed during construction.

5. Question #5

Are night or off-peak work windows allowed or prohibited?

a. Answer #5

Refer to Special Provision 00220.40 (e) (1) for single lane closures. For other work, night or off-peak hours are not prohibited.

6. Question #6

Who is responsible for utility service coordination and meter installation?

a. Answer #6

The Contractor is responsible to coordinate services and installation. See Sheet IL1 General Notes.

7. Question #7

Are luminaires County-furnished or contractor-furnished?

a. Answer #7

Luminaires are Contractor furnished per Contract Special Provisions **00970.16 LED Luminaires on Roadway Lighting Systems.**

8. Question #8

Is the kiosk a County-specified vendor, or fully contractor-supplied?

a. Answer #8

The kiosks are not supplied by the County. The kiosks will be built by the contractor per the Contract Plans and Special Provisions.

9. Question #9

Are there any aesthetic or architectural review requirements beyond plans?

a. Answer #9

No.

10. Question #10

Are there any anticipated early utility conflicts not shown on plans?

a. Answer #10

There are no known conflicts or coordination issues other than what are shown in the Contract Plans and Special Provisions.

11. Question #11

Confirm what are working days vs. calendar days in Special Provision 00180.50(h).

a. Answer #11

00180.50 (h) defines the Contract end date as October 22, 2026 *when all work shall be complete.*

12. Question #12

Is it required to be pre-qualified through ODOT in all classes of work called out in the contract documents or does the inclusion of the word either indicate that being pre-qualified in one of the categories (Earthwork and Drainage OR Asphalt Paving OR Electrical) will suffice?

a. Answer #11

The contractor must be prequalified in at least one class of work.

BID SCHEDULE
Marion County Public Works
North Fork Improvements (Gateway)
Marion County Bid Solicitation #: PW1719-25
OregonBuys Bid Solicitation #: S-C25102-00014532
OneOffice #: 2026-401

PROJECT NUMBER 001 - North Fork Gateway

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0001-0801	ACP MATERIAL PRICE ADJUSTMENT	0.00	As Authorized	\$ 1.00	
0210-0100	MOBILIZATION	1	LS	\$ 53,700.75	\$ 53,700.75
0221-0100	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	\$ 1,865.00	\$ 1,865.00
0222-0102	TEMPORARY SIGNS	275	SQFT	\$ 30.00	\$ 8,250.00
0222-0164	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EACH	\$ 3,000.00	\$ 6,000.00
0223-0168	FLAGGERS	570	HOURL	\$ 78.00	\$ 44,460.00
0224-0104	TEMPORARY BARRICADES, TYPE II	2	EACH	\$ 100.00	\$ 200.00
0224-0105	TEMPORARY BARRICADES, TYPE III	2	EACH	\$ 200.00	\$ 400.00
0224-0145	TEMPORARY PLASTIC DRUMS	72	EACH	\$ 45.00	\$ 3,240.00
0280-0100	EROSION CONTROL	1	LS	\$ 1,880.00	\$ 1,880.00
0280-0104	TEMPORARY MULCHING, COMPOST	1.1	ACRE	\$ 19,150.00	\$ 21,065.00
0280-0105	MATting, TYPE B	305	SQYD	\$ 4.50	\$ 1,372.50
0280-0106	CHECK DAM, TYPE 3	38	EACH	\$ 80.00	\$ 3,040.00
0280-0110	CONSTRUCTION ENTRANCE, TYPE 1	2	EACH	\$ 2,100.00	\$ 4,200.00
0280-0112	CONCRETE WASHOUT FACILITY	1	EACH	\$ 1,000.00	\$ 1,000.00
0280-0113	SEDIMENT FENCE	1,050	FOOT	\$ 2.65	\$ 2,782.50
0280-0114	INLET PROTECTION, TYPE 4	4	EACH	\$ 100.00	\$ 400.00
0280-0115	SEDIMENT BARRIER, TYPE 3	1,150	EACH	\$ 3.50	\$ 4,025.00
0305-0100	CONSTRUCTION SURVEY WORK	1	LS	\$ 7,500.00	\$ 7,500.00
0310-0103	REMOVAL OF SURFACINGS	1,350	SQYD	\$ 3.00	\$ 4,050.00
0310-0106	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 500.00	\$ 500.00
0310-0119	ASPHALT PAVEMENT SAW CUTTING	333	FOOT	\$ 4.00	\$ 1,332.00
0320-0100	CLEARING AND GRUBBING	0.6	ACRE	\$ 22,000.00	\$ 13,200.00
0330-0105	GENERAL EXCAVATION	320	CUYD	\$ 64.00	\$ 20,480.00
0390-0139	RIPRAP BASINS	2	EACH	\$ 600.00	\$ 1,200.00
0445-0100	12 INCH CULVERT PIPE, 5 FT DEPTH	41	FOOT	\$ 60.00	\$ 2,460.00
0445-0350	12 INCH STORM SEWER PIPE, 5 FT DEPTH	85	FOOT	\$ 101.00	\$ 8,585.00
0445-0700	SLOPED END SECTIONS, 12 INCH	1	EACH	\$ 500.00	\$ 500.00
0460-0100	PAVED CULVERT END SLOPES	46	SQFT	\$ 42.00	\$ 1,932.00
0470-0311	CONCRETE INLETS, TYPE D	1	EACH	\$ 3,100.00	\$ 3,100.00
0470-0321	CONCRETE INLETS, TYPE M-E	1	EACH	\$ 5,600.00	\$ 5,600.00
0620-0120	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	230	SQYD	\$ 38.00	\$ 8,740.00
0641-0102	AGGREGATE BASE	800	TON	\$ 39.00	\$ 31,200.00
0744-0202	LEVEL 2, 1/2 INCH ACP MIXTURE	440	TON	\$ 110.00	\$ 48,400.00
0749-0100	EXTRA FOR ASPHALT APPROACHES	2	EACH	\$ 370.00	\$ 740.00
0759-0122	CONCRETE ISLANDS	620	SQFT	\$ 16.50	\$ 10,230.00
0815-0100	BOLLARDS	2	EACH	\$ 1,000.00	\$ 2,000.00
0855-0100	MONO-DIRECTIONAL WHITE TYPE I MARKERS	13	EACH	\$ 12.00	\$ 156.00

0860-0200	LONGITUDINAL PAVEMENT MARKINGS - PAINT	1,105	FOOT	\$	0.85	\$	939.25
0867-0145	PAVEMENT BAR: TYPE AB	37	SQFT	\$	20.00	\$	740.00
0905-0100	REMOVE EXISTING SIGNS	1	LS	\$	250.00	\$	250.00
0905-0101	REMOVE AND REINSTALL EXISTING SIGNS	1	LS	\$	4,000.00	\$	4,000.00
0910-0100	WOOD SIGN POSTS	256	FBM	\$	20.00	\$	5,120.00
0920-0100	SIGN SUPPORT FOOTINGS	1	LS	\$	400.00	\$	400.00
0930-0117	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	1	LS	\$	350.00	\$	350.00
0940-0202	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	12	SQFT	\$	36.00	\$	432.00
0970-0104	LUMINAIRES, LAMPS, AND BALLASTS	1	LS	\$	3,500.00	\$	3,500.00
0970-0105	SWITCHING, CONDUIT, AND WIRING	1	LS	\$	16,000.00	\$	16,000.00
0970-0200	LIGHTING POLES AND ARMS	1	LS	\$	30,000.00	\$	30,000.00
0985-0110	ELECTRICAL SYSTEMS INSTALLATION	1	LS	\$	40,000.00	\$	40,000.00
1012-0100	WATER QUALITY SWALE, "WQS-1"	1	LS	\$	7,500.00	\$	7,500.00
1030-0109	PERMANENT SEEDING, MIX NO. 1	0.8	ACRE	\$	6,500.00	\$	5,200.00
1030-0110	PERMANENT SEEDING, MIX NO. 2	0.02	ACRE	\$	25,000.00	\$	500.00
1030-0111	PERMANENT SEEDING, MIX NO. 3	0.18	ACRE	\$	14,200.00	\$	2,556.00
1040-0101	TOPSOIL	20	CUYD	\$	75.00	\$	1,500.00
1040-0110	CONIFER TREES, 2 FT HEIGHT	76	EACH	\$	35.00	\$	2,660.00
1040-0148	DECIDUOUS TREES, #2 CONTAINER	38	EACH	\$	35.00	\$	1,330.00
1040-0153	SHRUBS, #1 CONTAINER	880	EACH	\$	15.00	\$	13,200.00
1040-0190	BARK MULCH	11	CUYD	\$	70.00	\$	770.00
1050-0135	CL-6 CHAIN LINK FENCE	780	FOOT	\$	45.00	\$	35,100.00
1050-0192	8 FOOT X 72 INCH CHAIN LINK SINGLE GATES	1	EACH	\$	750.00	\$	750.00
9999-0614	INFORMATIONAL KIOSK	2	EA	\$	22,300.00	\$	44,600.00
9999-0615	REMOVE AND REINSTALL FEE STATION	2	EA	\$	2,250.00	\$	4,500.00
9999-0616	TELEPHONE EQUIPMENT MOUNTING STATION	1	EA	\$	8,550.00	\$	8,550.00

OneOffice 2026-401 - PROJECT NUMBER 001 TOTAL

\$560,233.00

BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state

tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax) and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 25 Million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 15 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.

[The remainder of this page intentionally left blank.]

Experience / References

The information on this form may be utilized by the Agency to consider whether a Bidder has met the standards of responsibility set forth in ORS 279C.375.

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

Contract #1	Silver Falls North Canyon Parking Lot & ADA Trailhead Improvements
Location (city/state)	Sublimity, Oregon
Owners Name	Oregon Parks & Recreation Department - Kevin Strandberg
Type of Work	New parking lot, ADA pedestrian connections, Kiosk, Decorative Pavers
% Completed	100%
Estimated Completion Date	Complete October 2023

Contract #2	OSCI ADA Egress & Recreation Yards
Location (city/state)	Salem, Oregon
Owners Name	Oregon Department of Corrections - Terry Bergamo
Type of Work	Demo existing concrete, install 3 ADA egress ramps, improve drainage
% Completed	100%
Estimated Completion Date	Complete September 2024

Contract #3	Loop Road & Parking Lot F Construction
Location (city/state)	Oregon City, Oregon
Owners Name	Clackamas County Facilities Management - Steven Bloemer
Type of Work	Demo existing building, layout and construct parking areas, ped. access
% Completed	100%
Estimated Completion Date	Complete March 2025

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

#1 Project Owner Reference

Reference Name	Steven Bloemer
Business or Employer	Clackamas County Facilities Management
Telephone	(503) 557-6429
Project Name/\$ Amount	Loop Road & Parking Lot F Construction / \$4.8 Million

#2 Project Owner Reference

Reference Name	Cody Stone
Business or Employer	ODOT Region 2
Telephone	(503) 953-6334
Project Name/\$ Amount	Multiple ODOT Region 2 Price Agreement, Emergency Slide Repair Hwy 22 / \$Various

#1 Subcontractor Reference

Reference Name	Rob Hatch / Chase Locke
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 563-6234
Project Name/\$ Amount	Cold Plane Subcontractor on Numerous Projects

#2 Subcontractor Reference

Reference Name	Shelly Ream
Business or Employer	High Quality Traffic Control LLC
Telephone	(503) 949-8656
Project Name/\$ Amount	Flagging / Pilot Car Subcontractor on Numerous Projects

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

Company: North Santiam Paving Co.
(Print or Type)

Address: PO Box 516 / 41203 Kingston-Lyons Dr. SE
(Print or Type)

City, State Zip Stayton, OR 97383
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Ronald R. Bochsler, President

Pete Sipos, Vice President / Gen. Manager

Dylan J. Bochsler, Treasurer

Michael Aus, Corporate Secretary

Dated this 11th day of February, 2026

Construction Contractor's
Board Registration Number

53247

North Santiam Paving Co.

Firm Name



Signature of Bidder

Ronald R. Bochsler

Name Print or Type

President

Title Print or Type

Telephone No. (503) 769-3436

Tax ID # 93-0627856

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that North Santiam Paving Co
, hereinafter called the Principal, and Federal Insurance Company, a Corporation organized and
existing under and by virtue of the laws of the state Indiana, duly authorized to do surety business in the
State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the Agency, in the
sum of **Ten Percent of Amount Bid ** Dollars (^{**10% of Bid}\$ Amount**), 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.

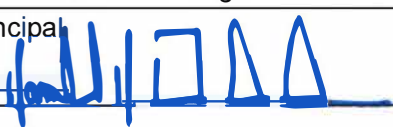
THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his
or its Bid Proposal for North Fork Road Improvements Project- PW1719-25
said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 30th day of January, 2026.

North Santiam Paving Co

Principal

By: 

Federal Insurance Company

Surety

By: 

Attorney-in-Fact

Shellie Loop

Attorney-In-Fact

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



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Deborah D. Ford-Bates of Lebanon, Oregon; Shannon Shelton and Shellie Loop of Stayton, Oregon**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18th day of April 2024**.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

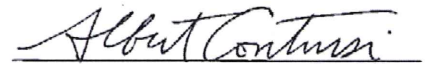
SS.

On this **18th day of April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No. 502023659
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **30th Day of January, 2026**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned North Santiam Paving Co. as PRINCIPAL (hereinafter called CONTRACTOR), and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called AGENCY), the amount of Five Hundred Sixty Thousand Two Hundred Thirty Three 00/100 Dollars (\$560,233.00) in lawful money of the United States of America. CONTRACTOR shall name the State of Oregon and the Oregon Department of Transportation as additional obligees under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated MARCH 5, 2026, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Improvements Project.

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5TH day of
MARCH, 2026.

Federal Insurance Company

SURETY

By: Jessi Wimer

Title: Jessi Wimer, Attorney-in-Fact

Anchor Insurance & Surety, Inc. PO Box 2808,
Street Address

Portland, OR 97208

City State ZIP

503-224-2500

Phone Number

North Santiam Paving Co.

CONTRACTOR

By: [Signature]

Title: PRESIDENT

PO Box 516

Street Address

Stayton OR 97383-0516

City State ZIP

503-769-3436

Phone Number



CHUBB

Power of Attorney

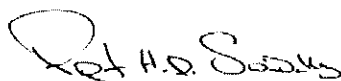
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint appoint Gloria Bruning, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Philip O. Forker, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of September, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

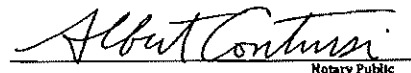
SS.

On this 27th day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

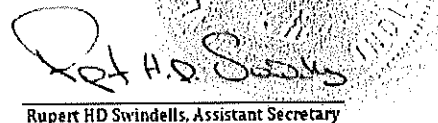
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 5, 2026




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 North Santiam Paving Co. as PRINCIPAL and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, the State of Oregon and the Oregon Department of Transportation as OBLIGEES, in the sum of Five Hundred Sixty Thousand Two Hundred Thirty Three 00/100 Dollars (\$ 560,233.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated March 5, 2026, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Improvements Project.

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5TH day of MARCH, 2026.

Federal Insurance Company
SURETY

By: Jessi Wimer

Title: Jessi Wimer, Attorney-in-Fact

North Santiam Paving Co.
CONTRACTOR

By: [Signature]

Title: PRESIDENT

Anchor Insurance & Surety, Inc. PO Box 2808
Street Address

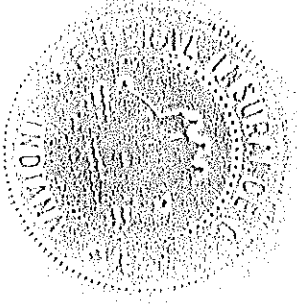
Portland, OR 97208
City, State Zip

503-224-2500
Phone Number

PO Box 516
Street Address

Stayton, OR 97383-0516

503-769-3436
Phone Number



CHUBB

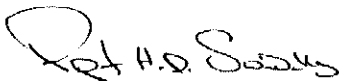
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint appoint Gloria Bruning, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Philip O. Forker, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of September, 2024.



Rupert H.D. Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 27th day of September, 2024 before me, a Notary Public of New Jersey, personally came Rupert H.D. Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert H.D. Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert H.D. Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 5, 2026




Rupert H.D. Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

 X Yes No

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

Please print or type:

Company Name North Santiam Paving Co.

Name/Title Ronald R. Bochsler, President

Address PO Box 516, Stayton, OR 97383

Signature 

Date February 11, 2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid, signing and dating either in ink or electronically, and submitting it in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**; or
- By removing it from the Invitation To Bid, filling it out, signing and dating either in ink or electronically, and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305, not later than **TWO (2) HOURS AFTER THE TIME BIDS ARE DUE**. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "North Fork Road Improvement Project (Marion County)" (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 North Fork Road Improvemets Project

ONEOFFICE Contract # 2026-401 (Bid No. PW1719-25)

Bid Opening Date February 11, 2026

Name of Bidding Contractor North Santiam Paving Co.

☐ CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <u>Northstar Electrical Contractors</u>	Dollar Amount <u>\$91,500</u>
Category of Work <u>Electrical</u>	

Firm Name <u>Fox Erosion Control & Landscape Inc.</u>	Dollar Amount <u>\$68,677</u>
Category of Work <u>Erosion Control & Landscape</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

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

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

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

"Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal and Timetable for Female Utilization Statewide

Timetable	Goal (Percent)
From Apr. 1, 1980 until further notice.....	6.9

Goals for Minority Utilization by County

Goal (Percent)

Clackamas, Multnomah, and Washington Counties....	4.5
Marion and Polk Counties	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties	3.6
Harney and Malheur Counties.....	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 business days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a.** "Covered area" means the geographical area, described in the solicitation from which this contract resulted;
- b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d.** "Minority" includes:
 - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii)** Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

3. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

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

Written Notification

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

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

Monthly Report

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

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

Annual Report

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

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

Monitoring and Compliance

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

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

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

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

Show Cause Notice

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

See the EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS incorporated in this Contract for notifying the Engineer, monthly and annual reporting, monitoring, and compliance.

Aspirational Diversity Targets

ODOT Aspirational Diversity Targets - While Aspirational Diversity Targets are not requirements for this Contract and are not binding on the Contractor, ODOT desires to encourage the highest possible participation of minorities and women in the work force. Therefore, ODOT has established aspirational targets on all federally funded Projects:

Covered Areas

Area	Aspirational
ODOT Region 1	Women 14% - Minority 20%
ODOT Region 2, 3, 4, & 5	Women 14% - Minority 14%

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.

SP00028

SUSPENSION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

EFFECTIVE 10/03/2025 IN ACCORDANCE WITH THE INTERIM FINAL RULE, EFFECTIVE OCTOBER 3, 2025 AND PUBLISHED AT 90 FED REG 47,969 (2025), MODIFYING THE CERTIFICATION, COMPLIANCE AND REPORTING REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE IFR), ODOT'S DBE REQUIREMENTS THAT WERE APPLICABLE TO FEDERALLY FUNDED PROJECTS PRIOR TO THE 10/03/2025 EFFECTIVE DATE OF THE RULE ARE NO LONGER IN EFFECT, AND THE ASSOCIATED DBE CONTRACTUAL REQUIREMENTS HAVE BEEN SUSPENDED PENDING IMPLEMENTATION OF THE DBE IFR. CONTRACTOR WILL COOPERATE IN PROCESSING ANY CONTRACTUAL REVISIONS ODOT DEEMS NECESSARY OR APPROPRIATE TO EFFECTUATE THE UPDATED DBE PROGRAM REQUIREMENTS THAT MAY RESULT FROM THE DBE IFR IMPLEMENTATION.

REIMBURSABLE FEDERAL ON-THE-JOB and APPRENTICESHIP TRAINING

This Section for Reimbursable Federal On-the-Job Training and Apprenticeship Training supersedes subparagraph B(7-e) of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal Aid Contracts," and is in implementation of 23 U.S.C. 140(a). All other provisions apply.

SECTION 1: ABBREVIATIONS AND DEFINITIONS

(a) Abbreviations

BOLI - Bureau of Labor and Industries for the State of Oregon

EEO - Equal Employment Opportunity

OECR - Office of Equity and Civil Rights

OJT - On-the-Job Training

(b) Definitions

Affirmative Action - Contractor's efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruiting, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

Apprenticeship Training Program - A specific Apprenticeship Training Program, approved by BOLI, which provides a combination of field and classroom trade specific experience under the supervision of journey level workers. For this Contract, this is a Race and Gender Neutral program.

OJT Program - A specific on-the-job training program, approved by the Agency and FHWA, which provides a combination of field, and limited classroom, trade specific experience under the supervision of journey level workers. This is an Affirmative Action program that targets women and minorities.

Qualified Hours - Specific On-Site training hours (may include some classroom hours) completed by a properly registered and enrolled trainee consistent with the Contractor's OJT Program or an apprentice consistent with the Apprenticeship Training Program. The Contractor reports these Qualified Hours to the Agency for the OJT and Apprenticeship Training Goal.

Race and Gender Neutral - Employment and contracting practices where the ethnicity and the sex of a person are not considered in the evaluation of candidates for employment or bids for the Contract.

Training Goal - A fixed quantity of Qualified Hours set by the Agency and included in the bid schedule.

SECTION 2: POLICY STATEMENT

In order to increase the number of trained and skilled workers in highway construction the Agency will set a Training Goal for the Project.

It is the policy of the Agency that the Contractor shall take all necessary and reasonable steps to ensure that trainees and apprentices have the opportunity to participate on highway construction projects and to develop as journey-level workers in the given trade or job classification employed, and to meet this Training Goal.

The Contractor shall adopt the following policy:

It shall be the policy of the Contractor to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin, age or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

The Training Goal is not intended, and shall not be used to discriminate against any applicant, whether members of a minority group or not.

SECTION 3: APPRENTICESHIP TRAINING PROGRAM

(a) General

Apprentices shall be paid the appropriate rates approved in connection with their stage in the Apprenticeship Training Program.

A valid certification by an appropriate apprenticeship committee that the Contractor is an approved training agent shall be prima facie proof of compliance.

(b) EEO Requirements

The Contractor shall ensure that, without discrimination, minorities and women have an equal employment opportunity to compete for and participate as apprentices while supporting a diverse workforce that is representative of the population.

Apprenticeship training is Race and Gender Neutral, however, the Contractor is still obligated to comply with all applicable EEO requirements.

(c) Reports

The Contractor and each Subcontractor with an Apprenticeship Training Program shall complete and submit the following reports to the Engineer, according to the instructions provided in the respective forms:

- The "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before an apprentice begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors who have contracts that require certified payrolls, regardless of their participation in the apprenticeship.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each apprentice. This Form is used to report Qualified Hours for apprentices and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OECR website at:

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

SECTION 4: OJT PROGRAM

(a) EEO Requirements

The Contractor shall make every effort to enroll minority and women trainees by conducting systematic and direct, meaningful recruitment through public and private sources likely to yield minority and women trainees within a reasonable area of recruitment.

Whenever minorities or women are not placed in OJT positions, the Contractor shall provide documented evidence of Affirmative Action recruitment efforts. The Agency will review the documents of the Contractor's systematic and direct, meaningful recruitment efforts to determine whether the Contractor has complied with the criteria in "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA Form 1273), Section II Nondiscrimination.

When filling OJT positions Contractors are encouraged to hire previously approved trainees who have not yet completed their training.

(b) Training Requirements

The intent of these provisions is to provide real and meaningful training in the construction crafts. Off-Site training is permissible only when it is an integral part of an approved training program and does not comprise a significant part of the overall training. In addition:

- A Contractor, not registered as a training agent, may choose to adopt a standardized OJT Program. Standardized OJT Programs are published at the OECR website at: <https://www.oregon.gov/ODOT/Business/OCR/Pages/Workforce-Development.aspx>
- Some job classifications such as flagger, bookkeeper, clerk/typist or secretary are prohibited from OJT Programs.
- OJT Programs shall always maintain the approved ratio of trainees to journey level workers On-Site.

- OJT Programs shall always maintain the approved types and numbers of equipment On-Site.
- No employee shall be registered as a trainee in any job classification the employee has completed leading to journey level status, or for any job classification in which the employee has been employed as a journey level worker. The Contractor shall keep records, and provide to the Agency, if requested, documents on each trainee.
- Trainees shall be pre-approved by the Agency.

OJT Program trainees shall be paid the journey level rate specified in the contract for the type of work performed.

(c) Reports

The Contractor and each Subcontractor with an OJT Program shall complete and submit the following reports to the Engineer according to the instructions on their respective forms:

- The training program forecast using the "Training Program Approval Request (TPAR)" (Form 734-2880) shall be submitted prior to or at the preconstruction conference.
- Before the trainee begins work, an "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878) shall be submitted. Attach a copy of the "Training Program Approval Request (TPAR)" (Form 734-2880) to the "Apprentice/Trainee Approval Request (ATAR)" (Form 734-2878). The Contractor and trainee must sign and return a copy of the training program that will be utilized. The Contractor shall provide certification to the trainee upon completion of the OJT Program and also submit a copy to OECR. Upon completion of the Contract, a certification shall be given to each trainee and to the Agency to document the number of hours and training completed by the individual.
- Each month the Contractor shall submit the "Monthly Employment Utilization Report" (Form 731-0668). This report is required of the Contractor and Subcontractors (for contracts that require certified payrolls), regardless of their participation in the Apprenticeship or On-the-Job Training programs.
- Each month the Contractor shall submit an "Apprentice/Trainee Monthly Progress Report (MPR)" (Form 734-2879) for each trainee. This form is used to report Qualified Hours for trainees and will be the source document for estimated monthly progress payments to the Contractor.

Forms are published on the ODOT OECR website at:

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

SECTION 5: MONITORING AND COMPLIANCE

The Contractor has the primary responsibility to monitor compliance levels throughout the Contract and to ensure the Training Goal is met. If the Contractor decides any of the training hours are to be provided by a Subcontractor, the Contractor shall ensure that the Subcontract contains the appropriate training clauses that obligate the Subcontractor. This shall not relieve the Contractor of the Contractor's primary responsibility.

At the request of the Agency, the Contractor will meet with the Agency to review records related to training. The Agency, through meetings and progress records provided by the Contractor, will provide the Contractor with informational compliance and reimbursement data including:

- The Contractor's training forecasts compared with the actual Qualified Hours achieved.
- Total Qualified Hours and payment reimbursement summary.
- For information purposes only, consolidated summary reports by OJT craft and apprenticeship crafts.

The Agency will track training activities provided by Contractor for the OJT trainees and apprentices.

SECTION 6: MEASUREMENT AND PAYMENT

(a) General

The quantity of Qualified Hours will be paid for at the Contract unit price of \$20 per hour for the item "Training."

No separate or additional payment will be made for failure to achieve the Training Goal. See (b) below for Disincentive.

No separate or additional payment will be made for Qualified Hours achieved in excess of 150% of the Training Goal. No Disincentive applies.

If the Contractor achieves from 100% to 150% of the Training Goal, the Agency will reimburse the Contractor for Qualified Hours.

After the Second Notification, the Agency will review the final reports required and make adjustments. Any additional reimbursements will be paid on the next Contract payment voucher.

Examples of achieving the Training Goal:

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 100% of the Qualified Hours (fulfilled the goal): therefore 1,000 hours x \$20.00/hr = \$20,000 reimbursed (during progress of the Contract).

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves 150% of the Qualified Hours or 1,500 hours (exceeded the goal): therefore 1,500 hours x \$20.00/hr = \$30,000 reimbursed (during progress of the Contract).

Example C: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 1,525 Qualified Hours (exceeded even 150% of the goal): therefore 1,500 hours x \$20.00/hr = pay of \$30,000 reimbursed (during progress of the Contract).

(b) Disincentive

If, at the Second Notification, the Contractor has not achieved the Training Goal there will be no payment (disincentive) to the Contractor and no Qualified Hours as follows:

Regardless of all prior partial payments for the Pay Item "Training," a correction equal to 100% of the Pay Item goal times the Pay Item price will be subtracted from the final payment due the Contractor on the next Contract payment voucher.

Examples of *not* achieving the Training Goal:

Example A: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves an actual 500 Qualified Hours (failed to meet the goal): A disincentive applies; therefore $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$ of \$20,000 will show on the next Contract payment voucher. The previously paid qualified hours ($500 \times \$20 = \$10,000$) under the pay item on vouchers will remain and the net impact in this example will be the \$20,000 deduction offset by the \$10,000 qualified and paid hours for a net reduction of \$10,000.

Example B: Training Goal = 1,000 hours; Pay Item = \$20/hr; Contractor achieves zero Qualified Hours (failed to meet the goal): A disincentive applies; therefore $1,000 \text{ hours} \times \$20.00/\text{hr} = \text{line item deduction}$ of \$20,000 will show on the next Contract payment voucher.

If, as a result of a line item deduction, a net amount is due the Agency, the Contractor shall pay the Agency within 45 Calendar Days of notice of such deficiency.

PROJECT WAGE RATES

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

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

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

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

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

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

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

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

These blank pages are a placeholder for BOLI and Davis Bacon wages rate schedules that apply to the project. Marion County contracts unit shall insert the contract rates prior to award.

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. v2024, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these special provisions.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions 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
- Connex
<https://connex.rtvision.com/contracts/awarded>
- Equipment Watch
www.equipmentwatch.com
- Marion County Procurement Collaboration Portal
www.co.marion.or.us/FIN/Pages/contracts.aspx
- Marion County General Conditions for Construction
www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx

- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- OregonBuys
<https://oregonbuys.gov/bso/>
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx

00110.10 Abbreviations – Add the following paragraph at the end of this subsection:

PCD - Pedestrian Channelizing Device

Delete the following paragraph:

DBE – Disadvantaged Business Enterprise

00110.20 Definitions – Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Add the following bullet to the end of the bullet list:

- If delivered by electronic mail, the application shall be sent to:

ODOTProcurementOfficeConstruction@odot.oregon.gov

Replace the bullet that begins “If delivered by mail...” with the following bullet:

- If delivered by mail or parcel delivery service, the application shall be sent to:

Oregon Department of Transportation
Procurement Construction Contracts, MS #33
355 Capitol Street NE
Salem, OR 97301

00120.01 General Bidding Requirements – Replace the first sentence beginning “Submit Bids through the internet...” with the following sentence:

Submit Bids through the internet (electronic) in Portable Document Format (PDF) format of the entire Bidder’s submission package including the Bid Schedule and a copy of the Bid Schedule in Excel format. The PDF of the Bid Schedule shall take precedence over the excel copy of the Bid Schedule should there be any differences.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the paragraph beginning “If no subcontracts subject to the above...” with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-005-0420.

00120.70 Rejection of Nonresponsive Bids – Delete the following bullet:

- The Bidder has not complied with the DBE requirements of the solicitation.

Replace the bullet beginning “The Agency determines . . .” with the following bullet:

- The Bid is found to be Mathematically Unbalanced and Materially Unbalanced.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Replace the paragraph that begins “The Agency reserves...” with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any Bids for irregularities under 00120.70 or all bids for good cause after finding that it is in the public interest to do so (ORS 279C.395). The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

00130.40 Contract Submittals - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in Subsections (a), (b) and (c) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

00130.40(c) Workers' Compensation – Replace this subsection, except for the subsection number and title, with the following:

To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(e), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

00130.50 Execution of Contract and Bonds - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsection (a) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

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's Responsibilities – Replace the bullet that begins "In addition to the notification required..." with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

00150.50(f) Utility Information - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

Utility	Contact	Phone
1. Consumer Power, Inc. (CPI)	Adrian Smith	541-929-8636
2. Stayton Cooperative Telephone Company (SCTC)	John Eckis	503-932-3794
3. Astound	Jaison Krueger	503-383-5350

The following utilities will conduct the following work for this Project:

- CPI will furnish and position transformers, 2) Provide and install service wire from the transformer to the meter base, 3) Provide and install service wire to the light pole splice boxes.
- SCTC will furnish and install all fiber optic cables and converter.

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

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. Consumer Power, Inc. (CPI)	Adrian Smith	541-929-8636
2. Stayton Cooperative Telephone Company (SCTC)	John Eckis	503-932-3794
3. Astound	Jaison Krueger	503-383-5350

00150.55 Cooperation with Other Contractors - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project Site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
North Fork Road Slide Repair at Milepost 5.0 Contractor to be confirmed after Bid	March 2026 to November 2026

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions modified as follows:

00160.01 (a) All Materials - Replace the paragraph that begins "The Contractor shall identify ..." with the following:

When the estimated value is over \$10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

Delete the paragraph that begins with "For this purpose...".

00160.20(d) Build America Buy America Act Requirements – Replace this subsection, except for the subsection number and title, with the following:

If federal highway funds are involved on the Project, the Contractor shall comply with the Build America Buy America Act and implementing regulations (Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, Sections 70901-70941).

The Build America Buy America Act requirements apply to construction materials and manufactured products permanently incorporated in the Project. All construction materials and manufactured products permanently incorporated in the Project must be produced in the United States.

Construction materials include an article, Material, or supply that is or consists primarily of only one of the following, with the standard for the material to be considered "produced in the United States":

- **Non-ferrous metals** - All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- **Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)** - All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- **Glass (including optic glass)** - All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- **Fiber optic cable (including drop cable)** - All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- **Optical fiber** - All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- **Lumber** - All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- **Drywall** - All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood** - All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

The classification of an article, material, or supply as construction material is based on its status at the time it is brought to the work site for incorporation in the Project. In general, the work site is the location of the Project at which the construction materials will be incorporated.

FHWA issued a final rule on January 14, 2025 amending FHWA's Buy America regulation to terminate FHWA's general waiver for manufactured products and establish Buy America requirements for manufactured products with respect to Federal-aid highway projects. <https://www.federalregister.gov/documents/2025/01/14/2024-31350/buy-america-requirements-for-manufactured-products>

Manufactured products assembled outside the Project Site are also subject to the Build America Buy America requirements. Manufactured products means articles, materials, or supplies that have been:

- Processed into a specific form and shape; or
- Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

For manufactured products, the final assembly of the product shall occur within the United States for projects obligated on or after October 1, 2025. For projects obligated after October 1, 2026, the cost of the components of the product that are mined, produced or manufactured in the United States shall be more than 55 percent of the total cost of all components of the product.

The USDOT issued a Public Interest Waiver for De Minimis Costs and Small Grants. The final waiver can be viewed here: <https://www.federalregister.gov/documents/2023/08/16/2023-17602/waiver-of-buy-america-requirements-for-de-minimis-costs-and-small-grants> and this waiver applies to Materials covered by the Build America Buy America Act.

The public interest waiver is for manufactured products and construction materials for which:

- The total value of the non-compliant products (foreign or unknown origin) is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project*; or
- The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

*The “total value of the non-compliant products” includes construction materials and manufactured products only. The “total applicable costs” includes construction materials, iron and steel, and manufactured products. The value of materials are the actual cost of the materials, not the anticipated cost of materials. Furthermore, this bullet does not apply to iron and steel subject to the requirements of 23 U.S.C. 313. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for steel and iron. (See 00160.20(a).)

Strict compliance with the Build America, Buy America domestic preferences is required, except to the extent the above public interest waiver applies. The Contractor shall not incorporate construction materials and manufactured products in excess of this amount into the Project. All foreign origin construction materials and manufactured products incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic construction materials at the Contractor's expense.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any applicable construction materials and manufactured products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the products and Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all applicable construction materials and manufactured products for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

Iron and steel Materials and manufactured products that are predominately iron or steel are subject to 00160.20(a).

The Contractor shall include this provision in all subcontracts.

00160.30 Agency-Furnished Material - Add the following to the end of this subsection:

The Agency will furnish the listed items at the Project Site:

- Electrical transformer.

The Agency will position the listed items in the Contractor excavated and prepared pits at the Project Site:

- Electrical transformer.

SECTION 00165 - QUALITY OF MATERIALS

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

Provisions and Requirements

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

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

00165.10(b) Nonfield-Tested Materials – Replace this subsection, except for the subsection number and title, with the following:

Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

- **Rejections** – The inspection at the mill, shop, or precaster of any Material, Work or finished members will not prevent subsequent rejection, if later found damaged or defective, nor relieve the Contractor of the responsibility to correct or replace the Work at no additional cost to the Agency.
- **Transport** – Do not ship members or piece of fabricated steel or precast member, that requires a fabrication inspection report, without the Inspector's label or marking.

00165.35(e) Certificate of Origin of Construction Materials – Replace this subsection, except for the subsection number and title, with the following:

When a certificate of material origin for construction materials is specified, complete the form furnished by the Engineer as required by 00160.20(d) for Federal-aid projects.

00165.91 Fabrication Inspection Expenses – Replace the table with the following table:

TABLE 00165-3

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon, and the portion of the State of Washington within 50 airlii miles of Portland International Airport (PDX)	\$0
2	Outside of Zone 1, and up to 250 airlir miles of Portland International Airport (PDX)	\$300 per Calendar Day
3	Outside of Zone 2, up to 1,000 airline miles of Portland International Airport (PDX).	Round trip coach airfare fro Portland, Oregon plus \$300 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare fro Portland, Oregon plus \$500 per Calendar Day

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.07 Record Requirements - Replace the paragraph that begins "For purposes of this Subsection, the term ..." with the following paragraph:

For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

00170.07(a) Records Required - Replace the paragraph that begins "The Contractor shall include in its subcontracts ..." with the following paragraph:

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, portland cement concrete and the supply and fabrication of structural steel items and Material suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

00170.08 Electronic Document Management - Add this subsection:

The requirements of this Subsection do not apply to claims. Claims must be submitted on paper documents according to Section 00199.

The contractor shall create a free account in the Agency's Construction Management program, ConneX, at their website (see 00110.05(e)). The instructions to set up the account can be found there.

Each organization can have multiple accounts under that organization. Once contractors add their organization, the Agency will link them to their active contracts Material submittals, requests for information (RFIS), certified payroll, and civil rights submittals will all be done from the ConneX link site.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency in an electronic format using ConneX. No paper documents, faxes or other similar paper methods or media are permitted, unless otherwise allowed or directed by the Engineer. The Contractor shall be solely responsible for submitting documents to the Agency using ConneX for itself and for Subcontractors, Suppliers, vendors and other third parties. Only documents submitted by the Contractor and recorded in ConneX as received will be considered valid and received by the Agency.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency using ConneX, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it has been signed by a person with appropriate authority. By submitting documents to the Agency using ConneX that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Costs associated with obtaining and maintaining access to ConneX and the use of ConneX are Incidental to Mobilization.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

The Contractor shall be responsible for causing access to ConneX to be disabled for any Entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents.

The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to ConneX for any Entity or individual at any time.

Use and access for ConneX is provided "as is". The Agency does not warrant that access to or functioning of ConneX will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of ConneX or its supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Agency reserves the right to temporarily suspend or cause to be suspended access to ConneX, without notice, because of maintenance, repair or any other reason deemed necessary for the proper functioning of ConneX by the Agency or RTVision.

In no event shall the Agency or its members, officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs or expenses, including but not limited to attorney fees, of whatsoever nature, resulting from or arising out of the use of ConneX by the Contractor or their respective officers, employees or agents.

The Contractor's indemnification, defense and hold harmless obligations under the Contract shall apply to the terms, conditions and requirements of 00170.08 and to use of ConneX and the acts, errors and omissions of the Contractor and its officers, employees and agents respecting access to and use of ConneX.

(a) User Terms and Conditions - The Contractor shall comply with, shall require its officers, employees and agents to comply with and to require their officers, employees and agents using or accessing ConneX to comply with 00170.08 and the following Additional User Terms and Conditions, all as may be revised from time to time:

As an officer, employee or agent of the Contractor, respecting my use of or access to ConneX, I agree to the following, all as may be revised from time to time:

- The terms, conditions and requirements of 00170.08 of the Contract;
- The following Additional User Terms and Conditions:

My use of and access to ConneX are conditioned on my agreement to, and my compliance with, the foregoing and these Additional User Terms and Conditions.

I may have access to sensitive personnel, business, financial and/or security related information ("Confidential Information") through use of ConneX, and, except to the limited extent necessary to perform my duties, I will maintain its confidential status and will not share, publish or disseminate Confidential Information or other information obtained through ConneX, without regard to how the Agency may treat any such Confidential Information or other information. All information is also subject to the Oregon Public Records law (see 00170.07(d)). In addition, if I know or have reason to believe any information was inadvertently or improperly included in ConneX, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor's notification to Agency.

I will not access any information I am not authorized to use or access and I will not browse or otherwise use or access information, files or documents that exceed the minimum necessary to perform my duties.

If my authorized use of and access to ConneX includes submitting documents into ConneX (or “read-write” access), I will not submit any documents or information into ConneX except those I am authorized to submit and necessary to perform my duties.

I have no expectation of privacy, rights or ownership of anything I may access, create, store, send or receive within ConneX, respecting any documents or information, including but not limited to Confidential Information of any individual or Entity. For audit or system security purposes, the Agency may monitor and/or record all activity conducted within ConneX. This includes but is not limited to the login identification information, times, dates and duration of access, as well as resources or documents accessed.

Unauthorized access or activities that could compromise the system or Confidential Information are strictly prohibited and patterns of unauthorized or unusual activity will result in access being immediately disabled, and possible further investigation.

If a breach of these terms and conditions or a security incident occurs, I will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

I will not share my password or other means of access with any other individual or Entity. Violation of this restriction or of any of these other Terms and Conditions will result in my access being immediately disabled.

I understand that my use of and access to ConneX is conditioned on my relationship to my employer and my employer’s relationship to one or more of: the Agency, the Contractor or other third party, and that if I am no longer so employed or my employer no longer has such relationship, I will immediately cease my use of and access to ConneX and will immediately notify my employer for purposes of notification to the Contractor and the Contractor’s notification to the Agency.

(b) Digital Signatures and Requirements - Unless otherwise allowed or directed by the Engineer:

- For all Change Orders that require signature by the Contractor for this Contract, the Contractor, by a person with appropriate authority, shall sign using a ConneX digital signature.
- Change Orders that require signature by the Contractor, but do not have a ConneX digital signature from the Contractor verifiable by the Engineer, will be considered as not received and of no effect.
- Documents other than Change Orders that contain digital signatures, but do not have a digital signature verifiable by the Engineer, or that were signed by a person without appropriate authority, will be considered as not received and of no effect.
- Notice requirements will not be satisfied and payments may be withheld for any affected Work items until the required documents with verifiable digital signatures have been received.

(c) Electronic Submittal Requirements - Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature, other than Change Orders, shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format;
- An electronic signature to a document and converting the document into PDF format;
- A third-party verifiable digital signature to a PDF document; or
- A ConneX electronic signature when prompted during submission of the document into ConneX.

Documents that require a signature, but do not have a signature in accordance with this Subsection or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected Work items until the required documents with compliant signatures have been received.

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that do not require a signature shall be submitted using ConneX.

00170.10(g) Paid Summary Report - Replace this subsection, except for the subsection number and title with the following:

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on an ODOT form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

00170.61(a) Workers' Compensation - Replace this subsection with the following:

00170.61(a) Workers' Compensation and Employer's Liability - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication Prevailing Wage Rates for Public Works Contracts. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Replace the paragraph that begins "**Contractor** – The Contractor shall..." with the following paragraph:

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and as required by an extended reporting period or tail coverage requirements, and all warranty periods that apply.

Replace the paragraph that begins "**Insurance Provisions** - The Contractor and Subcontractor(s), if..." with the following paragraph:

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The

Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

Replace the paragraph that begins “**Commercial General Liability** - The Contractor shall provide Commercial...” with the following paragraph:

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor’s liability for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

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)

00170.70(b) Extended Reporting - Replace the paragraph that begins "The Contractor or Subcontractor shall..." with the following paragraph:

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notification under 00150.90(b) and 00180.50(g).

00170.70(c) Excess/Umbrella Liability - Replace this subsection, except for the subsection number and title, with the following:

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required minimum limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. In addition, the limits of the underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)..." with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability insurance coverages of 00170.70(a) shall also include an Additional Insured Endorsement endorsing the “State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees” as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall

include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

00170.70(e) Workers' Compensation - Replace the title of this subsection with “**Workers' Compensation and Employer's Liability**”

00170.70(g) Certificate(s) of Insurance – Replace this subsection, except for the subsection number and title, with the following:

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Marion County, its officers, members, agents, and employees as a Certificate holder and as an Additional Insured under separate written endorsement for the coverages required under the Contract.
- On Federal-aid Projects, list the “State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees” as a Certificate holder and endorse as an Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability;
- Include a list of all policies that fall under the Excess/Umbrella Liability Insurance if Excess or Umbrella Liability Insurance is used to meet the minimum insurance requirements.

00170.70(i) Insurance Requirement Review - Replace this subsection, except for the subsection number and title, with the following:

The Contractor agrees to periodic review of insurance requirements by Agency. Agency reserves the right to periodically assess risks and the adequacy of insurance coverage and in its discretion to require additional insurance coverage or increased coverage limits on existing coverages, or both.

00170.70(j) Builder's Risk - Change the last two sentences to:

The policy shall include the Agency and building or structure owner as loss payees. When federal transportation funding is involved, the policy shall also include the State of Oregon as a loss payee.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.20(d) Disadvantaged Business Enterprise (DBE) – Delete this subsection.

00180.20(e) Trucking - Replace the paragraph that begins "This Section does not apply to..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of materials not performed with trucks owned (or rented) and operated by the Contractor.

00180.20(e)(1) Trucking - Delete the bullet that begins "Statement specifying whether the services will be provided by a DBE...".

00180.20(e)(2) Limitations - Replace the paragraph that begins "The approved trucking services agreements..." with the following paragraph:

The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned (or rented) and operated by the Contractor. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any Work on the Project Site.

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any..." with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities.....	00150.50
Cooperation with Other Contractors	00150.55
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)(1)
Maintenance Under Traffic	00620.43
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 - Add the following paragraph:

The Contractor shall provide a Type "B" Schedule and submit a supplemental "look ahead" Project Work schedule each week to the Engineer.

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

00180.50(h) Contract Time – There is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract not later than October 22, 2026.

00180.85(b) Liquidated Damages - Add the following to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1355 per Calendar Day *.

- * Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 - PAYMENT

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

Provisions and Requirements

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

00195.50(c) Forms of Retainage - Replace this subsection, except for the subsection number and title, with the following:

(c) Forms of Retainage - If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing account, in a bank or other financial institution for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(2) Cash, Alternate B (Retainage Surety Bond) - The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. The Agency will accept this Surety bond unless the Agency first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1)(c).

The Surety bond must be in substantially the form specified in ORS 701.435 (4) (Oregon House Bill 4006, 2024), and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. Agency will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

When the Agency accepts a Surety bond in lieu of retainage from the Contractor, the Contractor shall accept Surety bonds from Subcontractors or Suppliers from which the Contractor has withheld retainage. At any time before final payment a Subcontractor may submit a Surety bond to the Contractor and request that the Contractor submit a Surety bond as described above for the portion of the Contractor's retainage that pertains to the Subcontractor. The Surety bond the Subcontractor provides to the Contractor must meet the Agency requirements specified in the paragraph above. When a Contractor at a Subcontractor's request obtains and submits a Surety bond under this subsection, the Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor's Surety bond premium for which the Subcontractor is responsible in accordance with ORS 279C.560 (Oregon House Bill 4006, 2024).

Within 30 Days after a Subcontractor's request the Contractor shall provide a Surety bond as described above, and the Agency will accept the Surety bond unless:

- the Agency finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560;
- a Surety bond is not commercially available;
- the Subcontractor refuses to pay to the Contractor the Subcontractor's portion of the Surety bond premium; or
- the Subcontractor refuses to provide the Contractor with a Surety bond that meets the requirements of ORS 279C.560(1)(b).

Notwithstanding 00195.50(d), within 30 Days of receiving a Surety bond from Contractor at a Subcontractor's or Supplier's request, Agency will release to the Contractor the amount held as retainage that is equivalent to the amount the Contractor submitted as a Surety bond. Contractor shall, within 30 Days after receiving a Surety bond from a Subcontractor or Supplier, release to the Subcontractor or Supplier the amount the Contractor holds as retainage that is equivalent to the amount of the Surety bond submitted, in accordance with ORS 279C.560(8).

(3) Bonds, Securities, and Other Instruments - Contractor may deposit bonds, securities or other instruments with the Agency or in a bank or other financial institution, to be held by Agency instead of cash retainage for the benefit of the Agency, which the Agency will accept unless the Agency first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS 279C.560(1)(c).

If the Contractor deposits bonds, securities or other instruments, and Agency does not reject the bonds, securities or other instruments as permitted by ORS 279C.560(1)(c), the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be of a character approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

00195.50(f) Prompt Payment Policy - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a Roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install Surfacing, and open the Roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the Roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

00220.03 Work Zone Notifications - Add the following:

(c) Portable Changeable Message Signs (PCMS) – A minimum of 7 days prior to the start of construction install PCMS's facing oncoming traffic with dates and hours of construction.

Recommended advance notification messages:

Panel 1	Panel 2
ROADWORK	FLAGGING
STARTING	MM/DD-DD
MMM DD	XAM-XPM

00220.40(e)(1) Single Lane Closure - Replace this subsection, except for the subsection number and title, with the following:

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

Single Lane Closures – One Traffic Lane on North Fork Road may be closed during the following times:

- Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m.

00220.60(a)(1) Contractor Responsibility - Replace this subsection, except for the subsection number and title, with the following:

If this Work is not completed and in place, the Agency may do the Work according to 00220.60(d).

Do the following at no additional cost to the Agency:

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.

(a) Before periods of no active Work that last longer than seven consecutive Days, unless otherwise directed, do the following:

- Provide temporary pedestrian surfaces meeting the requirements of the MUTCD and Section 00228.
- Provide traversable bicycle and pedestrian routes with surfaces free of dirt, mud, gravel, and debris.

(b) Before periods of no active Work that is anticipated to last or lasts longer than 30 consecutive Days, unless otherwise directed, do the following:

- Provide paved Traffic Lanes at least 12 feet wide, with 2-foot wide paved Shoulders for each direction of traffic.
- Do not leave abrupt edges.
- Remove or cover temporary construction signs unless otherwise directed.
- Clean, install, and reinstall all necessary pedestrian, motor vehicle, and bicycle channelization and pavement markings, unless otherwise directed.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.90(b) Temporary Protection and Direction of Traffic – Replace the bullet that begins “Providing, Surfacing, maintain...” with the following bullet:

- Providing, surfacing, maintaining, removing, and restoring the TPAR.

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:

- Place a "WAIT FOR FLAGGER" (CR4-23) sign approximately 50 feet in advance of each flagger station, facing incoming pedestrian traffic. Install the sign on a conical marker or other temporary sign support, as shown or as directed. Do not allow the sign installation height or location to block the visibility of the flagger for incoming Public Traffic.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the east and west ends of the Project, facing incoming traffic as shown, or as directed. Use the PCMS at the west end of the Project to provide additional advance warning of pedestrians in the roadway for eastbound traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on North Fork Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install the permanent 12-inch by 18-inch "NO STOPPING STANDING PARKING" (Custom) signs as temporary signs at a maximum 200-ft spacing between Sta. 70+00 and Sta. 82+00 along the south side of North Fork Road facing incoming traffic, as directed, where on-street parking is prohibited. Maintain the signs during construction. Reinstall the signs in permanent locations as shown, or as directed, once construction is completed.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials..."

Add the following paragraph to the end of this subsection:

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

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins "Information required under 1200-CA..." with the following bullet:

- Information required under 1200-CA permit, if applicable.

Add the following paragraphs to the end of this subsection:

Fill in required information listed on the ESCP cover sheet prior to beginning of construction and submit revised cover sheet to Engineer 10 Days before the preconstruction meeting. Monitor weather, stormwater runoff, and receiving waters, and document monitoring observations. Immediately upon discovery, notify Engineer if a 1200-CA permit non-compliance occurs. Provide updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.20(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit if applicable.

00280.14(e) Slope and Channel Liner Matting - Replace the bullet that begins "Type B – Slope..." with the following bullets:

- **Type B: Hydraulically-Applied** – Hydraulically-applied material composed of long strand, thermally processed wood fibers, crimped, interlocking fibers and performance enhancing additives meeting the following criteria:
 - Flexural rigidity when wet, and equal to or greater than 5 oz-yd.
 - Permissible shear stress 1.0 lbs/sqft or greater
 - Thermally processed wood fibers – 73%
 - Crosslinked hydro-colloid tackifiers and activators – 10% + 1%
 - Crimped, interlocking fibers - 5% +1%
 - Moisture content – 12% + 3%
 - Fully Biodegradable
 - A cure time of less than 2 hours during wet weather.

00280.16(k) Active Treatment System – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

00280.30 Erosion and Sediment Control Manager –

Add the following bullet to the beginning of the bullet list under "The ESCM duties include:"

- Be present at the Project Site during all ground disturbing activities.

Replace the bullet that begins "Monitor rainfall, snow melt and runoff ..." with the following bullet:

- Visually monitor rainfall, snow melt and runoff at the Project Site.

Replace the bullet that begins “Monitor water quality in receiving streams in ...” with the following bullet:

- Visually monitor water quality in receiving streams in the vicinity of the Project Site.

Replace the bullet that begins “Monitor water in sediment traps receiving ...” with the following bullet:

- Monitor the pH of the water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

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 4.....	2 Each
Check Dam, Type 3.....	4 Each
Sediment Barrier, Type 3.....	100 Foot

When emergency materials are used, restock emergency materials within 48 hours of use.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins “Inspect the Project Site...”.

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at:

forecast.weather.gov/MapClick.php?lat=44.71756&lon=-122.69225&unit=0&lg=english&FcstType=graphical

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

00280.64(b) Corrective Action Documentation – Add the following bullets to the beginning of the bullet list:

- If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
- Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
- Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

00280.91 Payment – Replace the paragraph that begins “Emergency Materials that are incorporated...” with the following paragraph:

Materials listed in 00280.48 that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

Add the following subsection:

00290.30(a)(7) Water Quality:

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.

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

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

Add the following subsection:

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

(1) General Requirements:

- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.

(2) Drilling, Boring, or Jacking - If drilling, boring, or jacking is used, the following conditions apply:

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the State or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill without a containment method to keep drilling fluids and slurry isolated.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.
- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Engineer to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
 - Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
 - When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

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

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

(1) Bird Management - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have

access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

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

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

There are no sensitive cultural sites or areas of high probability for cultural resources on this Project.

The Region Environmental Coordinator for this Project is Donna Hinze.

The Agency Archaeology Representative for this Project is Jessica Curteman.

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.80 Measurement - Replace the bullet “Length and Area...” with the following bullet:

- **Length and Area** - The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed.

Asphalt Pavement Sawcutting will be measured by the linear foot of sawcut, limited to the Neat Lines shown or directed unless otherwise specified. Methods other than sawcutting will not be measured. If the depth is greater than shown, the length will be adjusted by converting to an equivalent number of feet on a proportionate-length basis.

Additional concrete sawcutting beyond what is shown or directed by the Engineer will not be measured.

00310.92 Separate Item Basis -

Replace the Pay Item Asphalt Pavement Sawcutting with the following Pay Item:

Pay Item	Unit of Measurement
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(g) Asphalt Pavement Sawcutting, _____ inches Deep.....	Foot
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Replace the paragraph that begins “Item (g) applies...” with the following paragraph:

In item (g), the depth of cutting will be inserted in the blank.

Add the following paragraph to the end of the subsection:

No separate or additional payment will be made when methods other than sawcutting are utilized where sawcutting is shown or directed.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins "Trim branches obstructing sight..." with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

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

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

00330.43(d) Small, Irregular Fill Areas – Replace the paragraph that begins "The density requirements of 00330.43 do not apply..." with the following paragraph:

The density requirements of 00330.43 do not apply to irregular fill areas outside of the travel lanes that have a total volume of no more than 150 cubic yards at each location. Construct these areas according to the following:

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00460 - PAVED CULVERT END SLOPES

Comply with Section 00460 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00570 - TIMBER STRUCTURES

Comply with Section 00570 of the Standard Specifications.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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-inch-0 or $\frac{3}{4}$ -inch-0 size.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt – Replace the sentence that begins "Furnish CSS-1, CSS-1h..." with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Delete the paragraph that begins "Obtain samples according to 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. Approximately 0.3 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

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

Add the following subsection:

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

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

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

00749.14 Concrete - Delete this subsection.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.11 Aggregate Base - Replace this subsection, except for the subsection number and title, with the following:

Furnish Aggregate Base Materials for Base, foundation courses, Leveling courses, or bedding meeting the requirements of 00640.10 or dense graded Base Aggregate in 00641.10 as appropriate and included in the Special Provisions.

00759.22(a) Qualified Smart Levels – Replace this subsection, except for the subsection number and title, with the following:

Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

00759.51 Curing - Add the following paragraph to the end of this subsection:

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

00759.80 Measurement - Replace the bullet that begins “**Each Basis...**” with the following bullet:

- **Each Basis** - Measurement will be by actual count.

00759.90 Payment - Delete Pay Item (k) from the Pay Item list.

Delete the paragraph that begins “Item (k) includes...”.

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

- The additional Work required to construct a curb ramp or replace an existing curb ramp, including any corrective action.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.10 Materials - Replace this subsection, except subsection number and title, with the following:

Furnish Materials for constructing sign support footings meeting the following requirements:

Anchor Bolts	02560.30
Backfill, unless otherwise directed	00510.10 or 00510.11
Commercial Grade Concrete	00440
Reinforcement	02510
Structural Concrete	00540

Furnish Commercial Grade Concrete for minor sign support foundations. Furnish structural concrete for major sign support foundations.

00920.41 Concrete - Replace the paragraph beginning "Construct concrete sign foundations..." with the following:

Construct concrete minor sign support foundations according to Section 00440 and the applicable portions of 00540.48(a). Construct major sign support footings according to Section 00540.

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Anchor Sign Supports	0.27 cu. yd.

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	15

SECTION 00940 - SIGNS

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

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraph(s) to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

00960.30 Licensed Electricians – Replace this subsection, except for the subsection number and title, with the following:

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 918-282-0140 or 918-282-0170.

Add the following subsection:

00960.42(c) Metallic Conduit – Paint the following with rust-preventative coating:

- Threads on all metal conduit.
- Areas where the coating has been damaged so underlying metal is exposed.
- Exposed, ungalvanized threads resulting from field cuts.

If corrosive Soil conditions exist, coat metallic conduit with a nonmetallic coating or wrap with corrosion protection tape at least 10 mils thick.

Add the following subsection:

00960.42(d) Connecting Non-Metallic Conduit to Metallic Conduit - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

Add the following subsection:

00960.45(h) Metallic Junction Boxes and Lids - Bond metal junction boxes and lids to form a continuous effectively grounded and bonded system with metallic conduit, grounding wire, metal standards and controller cabinets. Leave enough slack in the bond wire connected to the lid to allow complete removal of the lid. Junction boxes only containing circuits that operate at less than 25 V do not need to be bonded.

00960.46 Service Cabinet and Electrical Energy -

Add the following to the end of the subsection:

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
North Fork Road	CPI	Heather Majury heatherh@cpi.coop 541-609-8056	WO#25003362

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

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

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

The following Valmont Industries luminaire pole and arm or an approved equal are prequalified for use on the Project:

- Pole: 2208-45-80-6-T-E-D1-SBF with a handhole and anti-rotation device
- Arm: 1TA0832B45-SBF

00962.10 Materials – Replace this subsection, except for the subsection number and title, with the following:

Provide Backfill Material that is ¾-inch-0 size.

00962.43 Foundations – Replace this subsection, except for the subsection number and title, with the following:

Place the backfill material in well-compacted uniform lifts not exceeding 6 inches compacted thickness. Place the backfill material directly against the sides of the excavation and the pole.

Where obstructions prevent the construction of planned foundations, construct the foundations in the location directed. Any extra cost due to the site change will be paid according to 00195.20.

If it is determined that foundations will extend deeper than shown, the extra foundation depth will be paid according to 00195.20.

00962.46 Steel Illumination and Signal Poles – Delete this subsection.

00962.48 Coating – Delete this subsection.

00962.50 Grounding and Bonding – Delete this subsection.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

Add the following subsection:

00970.16 LED Luminaires on Roadway Lighting Systems - Furnish the following models or an approved equal:

- EVLUMA AREAMAX, AX-55-30-3-C-S3-STD-20 with a back side shield and dimmed to 50% lumen output

When furnishing an LED luminaire model that is not specified as approved, the luminaire shall meet the requirements of 02926.54.

00970.47 HDPE Conduit and Connectors – Replace the paragraph that begins "High Density Polyethylene (HDPE) conduit may be used..." with the following paragraph:

High Density Polyethylene (HDPE) conduit may be used for horizontal directional drilling (HDD) applications. Provide HDPE conduit that is gray in color. Join HDPE conduit sections by mechanical fittings that have barbed threads on both ends or by a swedge coupler with two-part conduit adhesive.

Add the following subsection:

00970.48 General Electrical and Communication Systems – Construct the electrical and communication systems as shown. Coordinate with the Agency on the items listed in 00160.30 that will be positioned or provided by the Agency and install backfill as needed for Agency provided items, as needed.

Construct trenching, install conduits and install backfill for the electrical and communication systems as shown. Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Provide trench bedding and backfill material as shown.

Provide tracer wire and marking tape in all electrical and communication trenches as shown. Place the tracer wire directly over the conduit and on top of the conduit bedding Material. Make tracer wire splices using a solderless connection kit that effectively moisture-seals two or more conductors for direct burial and securely join the wires both mechanically and electrically. Insulate splices to be moisture-proof and waterproof. Splices wrapped with tape will not be accepted as waterproof. Have all splice kits approved prior to installation. Test all tracer wire with locating Equipment prior to acceptance.

00970.80 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. The estimated quantities of lighting poles and arms are listed on the Project Plans.

00970.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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

Pay Item	Unit of Measurement
(a) Lighting Poles and Arms.....	Lump Sum
(b) Luminaires, Lamps, and Ballasts.....	Lump Sum
(c) Switching, Conduit, and Wiring	Lump Sum

Item (c) includes all light pole foundations, electrical and communications systems, including trenching, conduit bedding and backfill, horizontal directional drilling, conductors, grounding and bonding, switches, conduit, cabinets, wiring, delineators, junction boxes, splice vault pits, transformer vault pits, reinstalling electrical equipment, and all other electrical and communications system incidental items necessary to complete the Work as specified or shown.

Excluded from item (c) is all work associated with the camera pole, camera pole foundation and camera pole conduits described and paid for under 00985.

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

No separate or additional payment will be made for labeling the luminaires or poles.

SECTION 00985 - ITS ELECTRICAL SYSTEM INSTALLATION

Section 00985, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00985.00 Scope - In addition to requirements of Section 00960 and 00962, install ITS electrical system as shown or specified.

00985.01 Regulations, Standards, and Codes - Comply with the following standards where applicable:

- Underwriters Laboratories (UL)
- 50-2015 - Enclosures for Electrical Equipment, Non-Environmental Considerations
- 1581-2001 - Reference Standard for Electrical Wires, Cables, and Flexible Cords

00985.02 Submittals - Submit according to 00150.37, within 30 Calendar Days after execution of the Contract, the following:

- Camera Pole and Pedestal Foundation

Include the manufacturer's name, model numbers, catalog sheets and other descriptive literature of proposed materials. Provide the catalog sheets and literature including technical data, physical properties and operational description in sufficient detail to demonstrate the equipment meets these specifications.

Materials

00985.40 Excavation and Backfill - Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Provide trench bedding and backfill material as shown.

Construction

00985.41 Installation - Install the Materials as specified, shown, and according to the manufacturer's instructions.

00985.43 Foundations – Construct foundations according to Section 00962.43.

Measurement

00985.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

00985.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Electrical Systems Installation, Camera Pole	Lump Sum
Item (a) includes furnishing and installing the junction boxes, camera pole, pole concrete pedestal foundation, conduits, trenching, backfill, grounding and bonding, and all other Incidental items necessary to complete the Work.	

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

- No separate or additional payment will be made for:
- required submittals and documentation

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This Work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish Material meeting the following requirements:

Drainage Geotextile, Type 1	02320
Granular Drain Backfill Material	00430.11
Slope and Channel Liner Matting.....	00280.14(e)

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60

No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01012.15 Slope and Channel Liner Matting - Furnish channel liner matting meeting the requirements of 00280.14(e) for resistance to shear stresses calculated for a 10-year storm event.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

- (a) **Scarify** - Scarify the subsoil area a minimum 12 inches deep.
- (b) **Placement of Water Quality Mixture** - Place the water quality mixture during dry weather in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.
- (c) **Seeding** - Seed according to 01030.13.
- (d) **Slope and Channel Liner Matting** - After seeding install slope and channel liner matting as shown or directed.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before the installation of the drainage geotextile , water quality mixture, and matting .

01012.71 Removal - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

Water Quality Swale WQS-1 Quantities:

Item	Quantity
Excavation.....	49 Cu. Yd.
Drainage Geotextile, Type 1	78 Sq. Yd.
Granular Drain Backfill	22 Cu. Yd.

Water Quality Mixture..... 22 Cu. Yd.
Matting, Type B..... 196 Sq. Yd.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale, _____".

The drainage facility identification number will be inserted in the blank.

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

SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

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

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Agrostis exarata (Spike Bentgrass)	5
Bromus carinatus (California Brome)	27
Clarkia amoena (Farewell to Spring)	3
Elymus glaucus (Blue wildrye)	27
Deschampsia cespitosa (Tufted Hairgrass)	5
Festuca idahoensis (Roemer's Fescue)	27
Hordeum brachyantherum (Meadow Barley)	27
Lotus purshianus (American Bird's Foot Trefoil)	3
Lotus purshianus (Streambank Lupine)	3
Oenothera elata hookeri (Hooker's Evening Primrose)	2.5

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

Beckmania syzigachne (American Sloughgrass)	7
Deschampsia cespitosa (Tufted Hairgrass)	5
Elymus glaucus (Blue wildrye)	26
Festuca rubra rubra (Native Red Fescue)	9

Glyceria occidentalis (Western Mannagrass)	7
Lupinus rivularis (Streambank Lupine)	4
Mahonia nervosa (Dull Oregon Grape)	3
Rosa pisocarpa (Swamp Rose)	3

• **Permanent Seeding, Mix No. 3:**

Beckmania syzigachne (American Sloughgrass)	9
Deschampsia cespitosa (Tufted Hairgrass)	7
Elymus glaucus (Blue wildrye)	45
Festuca rubra rubra (Native Red Fescue)	30
Glyceria occidentalis (Western Mannagrass)	9
Lupinus rivularis (Streambank Lupine)	6
Mahonia aquafolium (Tall Oregon Grape)	5
Mahonia nervosa (Dull Oregon Grape)	5
Rosa nutkana (Nootka Rose)	5
Spirea douglasii (Douglas Spirea)	5
Symphoricarpos Albus (Common Snowberry)	3.5

* Oregon Certified Seed

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

Furnish compost mulch for seeding. Straw mulch may be used for temporary erosion prevention according to 00280.42(a) Soil Exposure Limitations.

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

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

- aquatic imazapyr
- aquatic glyphosate
- aquatic triclopyr-TEA
- chlorsulfuron
- clopyralid
- imazapic
- imazapyr

- metsulfuron-methyl
- picloram
- sethoxydim
- sulfometuron-methyl

Apply only the herbicide adjuvants described in Table 01030-1 for Project Work.

Table 01030-1

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

01030.42 Weed Control - Replace the following paragraph that begins "When the Contract..." with the following:

Remove and prevent regrowth of Specified Weeds, Weed plant parts, and weed seeds within the Project limits. Do not perform weed control within designated No Work Zones.

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

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

- Rubus discolor (Himalayan blackberry)
- Phalaris arundinaceae (reed canary grass)
- Hedera helix (English ivy)
- Cytisus scoparius (Scotch Broom)

Add the following subsection:

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

Do not apply herbicides during the following conditions:

- When soil is saturated, except for soil-activated herbicides.
- Within 48 hours prior to and during a forecasted rain event of 0.5 inches or greater in a 24-hour period.
- When wind speeds exceed 10 miles per hour, or are less than 2 miles per hour.
- During temperature inversions.
- When ground temperatures exceed 80 °F.

Adhere to the adjuvant application limitations in Table 01030-2. Regulated work area (RWA) is defined in 00290.34(a).

Table 01030-2

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

During herbicide application, adhere to the buffer distance requirements in Table 01030-3 through Table 01030-10.

Table 01030-3: Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Labeled for Aquatic Use

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
aquatic glyphosate	100 feet	Waterline	Waterline
aquatic imazapyr	100 feet	15 feet	Waterline
aquatic triclopyr-TEA	Not Allowed	15 feet	Waterline

Table 01030-4: Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Labeled for Aquatic Use

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
aquatic glyphosate	50 feet	No buffer	No buffer
aquatic imazapyr	50 feet	No buffer	No buffer
aquatic triclopyr-TEA	Not Allowed	No buffer	No buffer

Table 01030-5: Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Low Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	100 feet	15 feet	RWA boundary
Clopyralid	100 feet	15 feet	RWA boundary
metsulfuron-methyl	100 feet	15 feet	RWA boundary

Table 01030-6: Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Low Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	50 feet	No buffer	No buffer
Clopyralid	50 feet	No buffer	No buffer
metsulfuron-methyl	50 feet	No buffer	No buffer

Table 01030-7: Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, Moderate Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	100 feet	50 feet	RWA boundary
sulfometuron-methyl	100 feet	50 feet	5 feet
Chlorsulfuron	100 feet	50 feet	RWA boundary

Table 01030-8: Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, Moderate Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Imazapic	50 feet	15 feet	RWA boundary
sulfometuron-methyl	50 feet	15 feet	RWA boundary
Chlorsulfuron	50 feet	15 feet	RWA boundary

Table 01030-9: Application Buffer Width for Perennial Streams and Wetlands, and Intermittent Streams and Roadside Ditches with flowing or standing water present, High Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Picloram	100 feet	50 feet	50 feet
Sethoxydim	100 feet	50 feet	50 feet

Table 01030-10: Application Buffer Width for Dry Intermittent Streams, Dry Intermittent Wetlands, Dry Roadside Ditches, High Risk to Aquatic Organism

Herbicide	Broadcast Spraying	Spot Spraying	Hand Selective
Picloram	100 feet	50 feet	50 feet
Sethoxydim	100 feet	50 feet	50 feet

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

Apply Permanent Seeding, Mix No. 1 to all disturbed areas not to be paved, concrete or gravel, except for areas to be seeded with Permanent Seeding, Mix No. 2 and Mix No. 3.

Apply Permanent Seeding, Mix No. 2 to the swale as shown in the plans.

Apply Permanent Seeding, Mix No. 3 to all disturbed areas outside of the new fence.

01030.48(d) Seeding Over Mulched Areas – Replace this subsection, except for the number and title, with the following:

Apply seed over compost mulch previously applied for erosion prevention. Ensure that the mulch meets the requirements of 01030.48(b)(2-b) and apply seed according to one of the two-step methods.

Do not apply fertilizer.

01030.61(b) All Other Seeding - Replace the bullet that begins "The seeding Establishment Period..." with the following bullet:

- The seeding Establishment Period will end 45 Days after the beginning of the Establishment Period, if the area was seeded within the seeding dates according to 01030.43, and all establishment responsibilities have been met.

Replace the bullet that begins "If the original seeding construction..." with the following bullet:

- If the original seeding construction is completed and accepted outside the permanent seeding dates, the Establishment Period will end 45 Calendar Days after all necessary reseeding is completed and accepted during the following seeding dates according to 01030.43.

01030.62(b)(3) Weed Control - Replace this subsection, except for the subsection number and title, with the following:

Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep WMAs and seeded areas, Weed Free throughout the Establishment Period.

01030.90 Payment – Delete Pay Items (l) and (m) from the Pay Item list.

Add the following to the end of this subsection:

Soil testing, topsoil, wetland soil, soil amendments, and bio-amendments will be paid for according to 01040.90.

SECTION 01040 - PLANTING

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

01040.02 Definitions: Add the following definitions to the end of this subsection:

Fall - The period beginning on the equinox in September through solstice in December.

Summer - The period beginning on the solstice in June through the equinox in September.

01040.04(a) Planting Work Plan – Replace the bullet that begins "Plant installation and..." with the following bullet:

- Plant installation

Add the following bullet to the end of the bullet list:

- Plant establishment plan according to 01040.70

Add the following subsection:

01040.05 Submittals – Submit the following for review and approval:

- Planting work plan according 01040.04(a).
- Plant establishment plan according to 01040.70.
- Weed Control Work Plan according to 01030.42(a).
- Photo log 10 Days after each plant establishment visit and periodic inspection. Furnish date stamped photographs in photo log of each plant establishment site visit with photos of multiple individual plants, seeded areas and weed control areas that are sufficiently close to display plant condition and that are representative of the health, vigor and growth of the site plantings.

01040.19(b) Quality - Replace the paragraph that begins "Furnish plants that are acclimated..." with the following paragraph:

Furnish plants that are acclimated to the specific Project environmental site conditions prior to planting. Store all container-grown and balled and burlapped plant materials acquired for planting a minimum of 3 months before planting, as specified in 01040.41 or 01040.42, at a location north of the Oregon - California border.

01040.19(h)(2) Deciduous Trees - Replace the paragraph that begins "Trees with leaves that are..." with the following paragraph:

Trees which shed their leaves annually.

01040.19(h)(7) Seedling Trees - Replace the paragraph that begins "Plants that are grown from seed..." with the following paragraph:

Plants that are grown from seed in a nursery and brought to the site in a bare root condition. Provide seedlings labeled with age and certification (class number) which shows the length of time grown in a nursery seedbed, followed by the length of time grown in a transplant bed. Furnish seedling trees that are a minimum 2 years old.

01040.41 Planting Season (West of the Cascades) - Replace the title of this subsection with "**Planting (West of the Cascades)**".

01040.42 Planting Season (East of the Cascades) - Replace the title of this subsection with "**Planting (East of the Cascades)**".

01040.48(b) Method "B" (Non-Cultivated Planting Areas) - Replace the paragraph that begins "Finish Wetland mitigation planting ..." with the following paragraph:

Finish Wetland mitigation planting areas to specified finish elevations, blending to existing ground smoothly, as required and directed. Except for projects that are less than 1 year in duration and unless otherwise approved, review the hydrology of the area to be planted for the period November 15 to February 28 prior to planting any Wetland plants. Adjust plant types and planting locations as required or directed, based on the review of site hydrology.

01040.49 General Planting – Add the following bullet to the end of this subsection:

- Backfill planting pits with topsoil blended with compost mulch. In areas where pavement was removed, use imported topsoil. In other areas, use native soil. Rake and stockpile the existing compost mulch before digging the planting pit and blend the stockpiled compost mulch with imported or native topsoil for backfill. Thoroughly blend until incorporated before back-filling the planting pit. Remove all rocks greater than 1 inch from native backfilled soil before backfilling the planting pit.

01040.70 Plant Establishment – Add the following paragraph and bullets after the paragraph that begins "The Contractor is responsible..."

At a minimum of 15 Days prior to landscape Work, submit the plant establishment plan as part of the planting work plan according to 01040.05. Should the plan become unworkable at any time during Plant Establishment Period, submit a revised plan prior to proceeding with further Work. Include the following in the plant establishment plan:

- Activity descriptions necessary to ensure continued health and vigor of planted and seeded areas according to 01030.60 and 01040.71.
- Proposed scheduling of joint inspection meetings, weeding, and watering/irrigation schedule.
- Materials including herbicides and fertilizers, and Equipment to be utilized for the plant establishment.
- Proposed adaptive management activities for successful establishment of seeded, sodded, and planted areas, during changing environmental conditions or unanticipated weather.

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

The following watering frequencies are required:

- Provide watering at least twice per week during the months of May through October.
- Provide watering three times per week when the temperatures at the project site reach 80 degrees Fahrenheit or greater.
- All trees and shrubs, water at a frequency of 2 gallons per watering.

01040.72 Periodic Inspections - Replace the bullet that begins "Spring..." with the following bullet:

- Early May

Replace the bullet that begins "Summer..." with the following bullet:

- Mid-July

Replace the bullet that begins "Fall..." with the following bullet:

- Late September

01040.73 Corrective Work - Replace the paragraph that begins "The Contractor will be allowed..." with the following paragraph:

The Contractor will be allowed to replace plants outside the planting times described in 01040.41 or 01040.42 as applicable to perform corrective work after each periodic inspection.

01040.75 Weed Control - Replace this subsection, except for the subsection number and title, with the following:

Perform weed control throughout the Plant Establishment Period. Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep the plant areas Weed Free throughout the Plant Establishment Period.

01040.77(b) Trimming and Pruning - Replace the paragraph that begins "Prune during the dormant..." with the following paragraph:

Prune during dormancy unless otherwise specified. Remove and dispose of all dead and critically damaged plant material to maintain the overall appearance of the Project.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.45 Chain Link Fence - Add the following to the end of this subsection:

All metal elements of the chain link Fence and Gate shall be powder coated black according to Section 00593.

SECTION 01095 - SITE FURNISHINGS

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01095.00 Scope - This Work consists of constructing site furnishings including informational kiosks, fee stations, and telephone equipment mounting station as shown or directed. Remove, preserve, protect, and reinstall fee stations as shown or directed.

Materials

01095.10 General:

(a) Informational Kiosk - Provide informational kiosk materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide deformed bar reinforcement as shown and according to Section 02510.
- Provide posts and beams as either S4S Western Red Cedar or S4S Douglas Fir #1 as shown. Provide roof framing lumber that is 2x (nominal thickness) as S4S Douglas Fir #2 or better as shown. Provide fascia boards and message board materials as clear S4S Western Red Cedar as shown.
- Provide a painting system of primer and paint for Cedar 1x6 T&G boards and Cedar fascia boards. Provide exterior alkyd/oil wood primer (MPI 5) and exterior latex (MPI 5) paint for intermediate and finish coats. Submit painting system information and color chips for approval prior to ordering painting system materials.
- Provide wood stain as shown that meets the following characteristics:
 - (1) A penetrating, oil-based, semi-transparent wood stain and sealer as one product that installs without overlapping joints.
 - (2) Provides protection from water, mold, mildew and ultraviolet rays.
 - (3) Does not require wiping or back-brushing, will not crack, chip or flake and will leave no runs or streaks.
 - (4) Can be applied in high temperatures and in direct sunlight.
 - (5) Colors. Submit color chips for approval before ordering in quantity.
- Provide hardware and fasteners as hot-dip galvanized according to Sections 00570 and 02150 and as shown.
- Provide roofing materials and roofing systems as shown.

(b) Fee Station - Provide fee station materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide deformed bar reinforcement as shown and according to Section 02510.
- Provide hardware and fasteners as shown and according to Section 00570 and 02150.
- Provide fee station with the necessary power and communications conduits and connections as shown.

(c) Telephone Equipment Mounting Station - Provide telephone equipment mounting station materials meeting the following requirements:

- Provide concrete as shown and according to Section 00759.
- Provide hot-dip galvanized struts and backboard with fasteners as required and as shown. Provide hot-dip galvanized mounting backboard panel with fasteners and conduit as shown.
- Provide telephone equipment mounting station with the necessary communications connections as shown.

Construction

01095.40 General - Install all site furnishings as shown and according to the manufacturer's recommendations:

(a) Informational Kiosk - Construct informational kiosk, including reinforced concrete footing and base, according to the following requirements:

- Construct concrete and deformed bar reinforcement as shown and according to Section 00759.
- Construct timber structure as shown and according to Section 00570.
- Prepare Cedar 1x6 T&G boards and Cedar fascia boards for painting according to the paint manufacturer's recommendations. Paint Cedar 1x6 T&G boards and Cedar fascia boards with one coat of primer and at least two coats of paint, according to paint manufacturer's recommendations.
- Prepare wood surfaces for staining according to the stain manufacturer's recommendations. Stain exterior cedar trim, boards, posts, roof framing members, bottom side of roof sheathing, and other wood and timber kiosk components shown on the plans with a stain meeting the requirements Section 01095.10(a). Apply at least two coats of stain, according to the stain manufacturer's recommendations.
- Install hot-dip galvanized steel hardware and fasteners according to Section 00570.41 and as shown.
- Construct roofing systems as shown and according to the most recent version of the Oregon Structural Specialty Code and according to Figure 21c, New Roof Construction Manual, Cedar Shake and Shingle Bureau, 2025 Edition, as modified on the plans.

(b) Fee Station - Construct fee stations, including reinforced concrete footing, meeting the following requirements:

- Remove existing fee station machines. Preserve and protect the fee station machines prior to reinstalling existing fee station machines on new reinforced concrete foundations.
- Construct reinforced concrete foundations as shown and according to Section 00579.
- Install connecting hardware and fasteners as shown.
- Reinstall the fee station machines with the necessary power and communications conduits, conductors and connections as shown.

(c) Telephone Equipment Mounting Station - Construct telephone equipment mounting station, including concrete footing, meeting the following requirements:

- Prepare and submit unstamped working drawings that detail the type of metal framing proposed to be used in the H frame and the connection details for the frame and the mounting backboard.
- Construct concrete foundation as shown and according to Section 00579.
- Install connecting hardware and fasteners as required.
- Telephone equipment will be mounted on the mounting backboard by others.

Measurement

01095.80 Measurement - The quantities of site furnishings will be measured on the unit basis.

Payment

01095.90 Payment - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item

Unit of Measurement

- (a) Informational Kiosk Each
- (b) Remove and Reinstall Fee Station Each
- (b) Telephone Equipment Mounting Station Each

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

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:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit two, one quart samples 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 02130 – TIMBER AND LUMBER

Comply with Section 02130 of the Standard Specifications modified as follows:

02130.10 Timber and Lumber – Replace the paragraph that begins “Unless otherwise shown or specified, all lumber...” with the following:

Unless otherwise shown or specified, all lumber and timber shall be Douglas Fir #2 and better. Fascia boards and message board materials to be clear Western Red Cedar. Grading requirements shall be according to the Special Provision.

SECTION 02210 – COATING MATERIALS FOR TIMBER AND CONCRETE

Comply with Section 02210 of the Standard Specifications modified as follows:

02210.21 Sealer for Timber – Add the following to the end of this subsection:

Furnish a stain for timber structures that meets the following characteristics:

- A penetrating, oil-based, semi-transparent wood stain and sealer as one product Installs without overlapping joints.
- Provides protection from water, mold, mildew and ultraviolet rays.
- Does not require wiping or back-brushing, will not crack, chip or flake and will leave no runs or streaks.
- Can be applied in high temperatures and in direct sunlight.
- Colors. Submit color chips for approval before ordering in quantity:
- Transparent Cedar. For stain on exterior cedar trim, boards, and posts.
- Transparent Western Red Cedar. For stain on roof framing members and bottom side of roof.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

SECTION 02415 - PLASTIC PIPE

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

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) Non-Pressure Storm Sewers and Culverts - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764, ASTM F2881,
or AASHTO M 330 Type S
Triple Wall PipeASTM F2764 or AASHTO M 330 Type D
Watertight Joints.....ASTM D3212

(b) Non-Pressure Sanitary Sewers - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764
Triple Wall PipeASTM F2764
Watertight Joints.....ASTM D3212

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

02510.30(d) Ties and Support - Delete this subsection.

02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

(a) Coated Reinforcement Ties and Supports – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

(b) Uncoated Reinforcement Ties and Supports - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

SECTION 02560 - FASTENERS

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

02560.60(a)(1) Method 1 – Replace the paragraph that begins “Continue to tighten the nut until...” with the following:

Continue to tighten the nut until the nut has turned twice the rotation shown in Table 00560-3 of Section 00560 from its snug-tight position mark for bolt lengths up to 8D (for greater than 8D up to 12D bolt lengths tighten to 1 1/6 turn from snug-tight).

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.11(a) Grading – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

Table 02630-2	
Aggregate Gradation for Open-Graded Aggregate	
Sieve Size	Percent Passing (by Weight)
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

02630.11(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

Percentage of Fracture (by Weight)	
Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces)	90

END OF SPECIAL PROVISIONS